

Invitation to Tender Notice For Silviculture Regeneration Performance/Reconnaissance Surveys Project #SU17DND011

Sealed tenders for **Silviculture Regeneration Performance/Reconnaissance Surveys** on **21 Units (882.6 ha)** in the **Nadina Natural Resource District** will be received by the Ministry of Forests, Lands and Natural Resource Operations, Nadina Natural Resource District, Burns Lake, British Columbia, V0J 1E0, no later than **11:00 AM local time, September 16, 2016**, at which time all tenders will be opened in private.

Tenders must be submitted in accordance with the terms and conditions specified in the tender package.

The lowest priced or any tender will not necessarily be accepted. This solicitation is subject to the *New West Partnership Trade Agreement* (NWPTA) and Chapter 5 of the *Agreement on Internal Trade* (AIT).

If the Ministry posts any addendum to the Tender Documents, it will be made by issuing an addendum:

- a) where Tender Documents were provided directly by the Ministry to bidders (not obtained from BC Bid[®]), addendum to the Tender Documents will be sent by the Ministry to all registered package holders; or
- b) To the FTP Site at: <ftp://ftp.for.gov.bc.ca/DND/external!/publish/FFT%20Contracts/SU17DND011>

District Manager
Nadina Forest District
Ministry of Forests, Lands, & Natural Resource Operations



Natural Resource Sector

Invitation to Tender for SU17DND011

SEALED TENDERS FOR THE WORK OR SERVICES LISTED BELOW WILL BE RECEIVED

BY THE MINISTRY OF FORESTS, LANDS AND NATURAL RESOURCE OPERATIONS

**Nadina Natural Resource District
P.O. Box 999, 183 Highway 16 West
Burns Lake, British Columbia, V0J 1E0**

UNTIL THE SPECIFIED CLOSING DATE AND TIME, AT WHICH TIME THE TENDERS WILL BE OPENED
IN: PUBLIC ☐ or PRIVATE ☒

PROJECT

Contract/File: **10005-40/SU17DND011**

Nature of Work or Services: **Silviculture Regeneration Performance/Reconnaissance Surveys**

Located at: **Nadina Natural Resource District – Lakes & Morice Timber Supply Areas**

- ☒ Tender packages are **not** available from BC Bid.
- ☒ Packages will be available at the FTP Site at:
<ftp://ftp.for.gov.bc.ca/DND/external!/publish/FFT%20Contracts/SU17DND011>

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FOR FURTHER INFORMATION OR QUERIES, CONTACT: Carolyn Stevens, Silviculture Specialist – Regional Operations Division (North Area) – (250) 614-7566

ENSURE YOUR PACKAGE IS COMPLETE.



Natural Resource Sector

Information to Bidders for SU17DND011

Overview of the Work/Service Required

The proposed contract is to complete **Silviculture Regeneration Performance/Reconnaissance Surveys** on identified areas within the **Lakes and Morice Timber Supply Areas**. Please see the sample contract document and attached maps for full details and for the duties of the Contractor.

The vendor must have an extensive understanding of the RESULTS application system and reporting requirement as well as associated business and policy documentation. The vendor must be able to provide training records attendance and must have proper authority to report to RESULTS. The vendor is expected to report the program accomplishments to the RESULTS system according to the data standard and business requirement or may hire a third party qualified data service provider to complete the reporting.

Program Information

Silviculture Performance: An examination of an opening for the purpose of providing information to the forest manager on how the site and the stand are progressing relative to the prescribed management objectives.

“Reconnaissance Survey or Recce” means a form of screening walk-through survey that can be systematic or non-systematic in nature, and involves physically walking through a stand to visually note and record characteristics found in the stand and results in a next action recommendation.

Site Conditions

The blocks are located within the **Morice Timber Supply Area (North/Central/South)** and the **Lakes Timber Supply Area (South)**.

Known Field Safety Hazards on this Contract

Ministry staff and contractors, in the course of planning and developing this project, have identified the following known field safety hazards associated with this project. Note – This list does not identify routine safety hazards associated with forestry operations:

- No "Known" safety hazards

Contractor Safety Program and Prime Contractor Responsibilities

The Successful Bidder will be designated the Prime Contractor for this contract and must bid accordingly and meet the bidder eligibility stated in the Conditions of Tender.

The successful Contractor must plan to maintain and implement a program of systems or processes (a safety program) that will address occupational health and safety concerns and practices that will eliminate or minimize risk of injuries. The Province may ask to examine the safety program and ask for evidence to support the implementation of same as part of the contract administration.

Bidders must be aware of the Safety Conditions Schedule and the Prime Contractor Agreement attached to the contract agreement.

Ministry Staff Do Not Direct Operations

Ministry employees (Ministry Representatives) do not direct or supervise the contractor or the contractor's workers. The Ministry will set out the contract standards and required outcomes as well as any changes to contract conditions as work progresses.

Obligation to Report Unsafe Conditions or Practices

The *Workers Compensation Act*, Occupational Health and Safety Regulation 3.10 requires that any person (including ministry staff) report any observed unsafe conditions or practices to the person in charge of the workplace. Ministry staff will do this in the course of their work on the contract area should they come across such conditions or practices.

Site Viewing/Information Meeting

Information on whether a site viewing or information meeting is applicable to this tender call can be found in the Conditions of Tender.

Contract Term/Work Schedule

The term of the contract will be from **September 20, 2016 to December 20, 2016**.

The successful Contractor shall be required to have a pre-work meeting with the Ministry Representative to review the contract prior to commencement of the work. Any subjects discussed and decisions made at the pre-work conference shall form an integral part of the Contract.

Contractor Invoicing

An invoice must identify the contract it pertains to.

The Province will pay any applicable taxes payable by it under law or agreement with the relevant taxation authorities. Invoices must show the calculation of any applicable taxes (excluding taxes paid directly by you to a supplier and which were inclusive in the bid price) to be paid as a separate line item for the Billing Period(s).

Payment Policy

Invoices and progress payments are not usually paid before 30 days from the date the Ministry receives the invoice, or the date the Ministry Representative authorizes payment, whichever is the latter. However, every effort is made to pay accounts between 30 to 40 days, maximum 60 days.

The *Financial Administration Act* does not permit interest payments on progress payments, performance security deposits or holdbacks, until the 61st day after the date the money becomes due. The due date is calculated from the date the Ministry receives the invoice or the Ministry authorizes payment/release (whichever is the latter), to the date the Ministry of Finance prints the cheque. Interest rates are set by the Office of the Comptroller General. Interest claims of less than \$5 are not payable.

Direct Deposit

In order to reduce mail time in the payment process, contractors may be registered with the Provincial Treasury. Payment will then be deposited directly to the contractor's bank account. Contact the finance section of the tendering office for information and/or application for registration. New applications require four to six weeks to process.

Bidders' Dispute Resolution

If a problem should occur during this tender call, it should be resolved informally with the Ministry Representative named in the invitation to tender. If the bidder is not satisfied with the outcome at this stage, or they prefer to bypass the informal route, they may engage the formal vendor complaint review process.

Formal complaints concerning a competitive process or a pending or awarded contract, or other procurement process may be submitted by the bidder in writing at any time during the procurement process and up to thirty (30) business days after they have received notification from the ministry of the final outcome of the procurement process.

Complaints in the formal process are submitted on the ministry approved Vendor Complaint Form. This ministry specific form is available to the general public through the Ministry of Technology, Innovations & Citizen's Services, Procurement Service Branch, BC Bid website located at <http://www.bcbid.gov.bc.ca/open.dll/welcome>.

Disputes occurring during the performance of the work/service will be governed by the dispute resolution terms and conditions of the Agreement.

Lobbyist Registration Act

It is the contractor's responsibility to abide by all applicable laws. If the contractor falls within the parameters of the *Lobbyists Registration Act*, then it is the contractor's responsibility to make this determination and register if necessary.



Conditions of Tender For Operational and General Services Contracts

The bidder (**the 'Bidder'**) must observe the following Conditions of Tender (**the 'Conditions'**) and these Conditions form part of every Irrevocable Tender Offer (**the 'Tender'**) made by the Bidder. Failure to comply with these Conditions and those contained in the Tender may result in the disqualification of the Bidder. The defined terms in these Conditions have the same meaning as the same terms in the Tender.

1. Tender

- 1.01 The Tender is in response to an Invitation to Tender (**the 'Invitation to Tender'**) for **SU17DND011** issued by the Ministry of Forests, Lands and Natural Resource Operations (**the 'Ministry'**) and must be received by the **Nadina Forest District, Burns Lake** on the form provided not later than **September 16, 2016, 11:00 a.m.** (local time).

The address for ground delivery is **183 Highway 16 West, Burns Lake, British Columbia** and the mailing address for postal delivery is **P.O. Box 999, Burns Lake, British Columbia V0J 1E0 (the 'Closing Location')**

- 1.02 All Tenders submitted in accordance with these Conditions are irrevocable for a period of 30 days following the tender opening (**the 'Tender Opening'**).

2. Site Viewing

- 2.01 Viewing of the Work Site by the Bidder prior to bidding is **Optional**. Although viewing is optional, the Bidder is recommended to view the Work Site prior to submitting the Tender.

3. Information Meeting

Not Applicable

4. Bidder Eligibility or Disqualification

- 4.01 In addition to the other eligibility requirements in these Conditions and the tender documents (**the 'Tender Documents'**), the Bidder, or its Key Personnel (individual(s) who would be responsible for the management of or performance of the services under the Contract), must meet the following requirement(s) in order to be eligible to bid:

(a) No additional requirements

- 4.02 The Bidder must meet the Ministry's requirements for experience and qualifications set out in the Tender Documents. Upon request, or if specifically required to be submitted with this Tender, the Bidder must provide, to the satisfaction of the Ministry, proof:

- (a) that the Bidder, including a partner(s) or Key Personnel, has previously and satisfactorily completed a project of the same type and size as the one described in the Tender Documents; or
- (b) of the Bidder's, including a partner(s) or Key Personnel, prior employment in the same type of service as the one described in the Tender Documents.

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- 4.03 If the Tender Documents indicate that a contractor performance rating system is in place within the Ministry, the Bidder must, prior to submitting its Tender, determine and disclose in its Tender, the Bidder's status, including that of a partner(s) or Key Personnel, if applicable, within the applicable contractor rating system.
- 4.04 Upon request of the Ministry, the Bidder must provide a written statement of business organization, qualifications, experience, workforce availability and citizenship status of the Bidder's company and each member of the workforce, including a partner(s) or Key Personnel, who will perform the Work under the Contract, satisfactory to the Ministry. The Ministry may conduct such independent reference checks or verifications as are deemed necessary by it, to clarify, test, or verify the information and to confirm the suitability of the Bidder, including reference checks from any Natural Resource Sector ministry or other Provincial government office in which the Bidder, a partner(s) or Key Personnel, has been under contract. If, in the opinion of the Ministry, the statement fails to demonstrate that the Bidder is able to successfully complete the Contract, the Ministry has the right to disqualify the Bidder and award the Contract to another bidder.
- 4.05 The Bidder and all individuals who perform the Services under the Contract must be eligible to work lawfully in Canada and upon request of the Ministry any individual who performs Services under the Contract must provide a valid Social Insurance Number or Work Permit as proof of his or her eligibility.
- 4.06 The Ministry reserves the right to disqualify the Bidder and to award the Contract to another bidder if the Bidder or an Associated Person to the Bidder has, in respect of a contract or contracts with the Ministry:
- (a) withdrawn an irrevocable tender;
 - (b) failed to enter into a contract within the time limits specified in a contract award letter;
 - (c) had a contract cancelled by the Ministry;
 - (d) forfeited all or part of a bid security;
 - (e) breached a contract;
 - (f) had all or part of a contract performance security retained;
 - (g) had a charge assessed for failing to comply with the requirements of a previous contract;
 - or
 - (h) been charged or convicted of any offense in respect of a contract or relating to a forest or environmental practice in British Columbia.
- 4.07 For the purposes of Paragraph 4.06, a person is associated to the Bidder (an 'Associated Person') if the Bidder and that other person are 'related persons' or 'affiliated persons' or 'associated persons' as those terms are defined or referenced in the federal *Income Tax Act* or related Canada Revenue Agency's interpretation bulletins. Upon request, the Bidder will provide the Ministry with: (i) the ownership of voting shares of the incorporated Bidder, (ii) a list of individuals who exercise legal and/or operational control over the Bidder; and (iii) a notarized declaration that the Bidder is not an Associated Person in respect of a Disqualified Bidder nor is it in legal or operational control of, nor is it acting in concert with or at non-arm's length with a Disqualified Bidder.
- 4.08 The Bidder may be disqualified from bidding on Ministry contracts for a period of **up to 2 years** from the date of any of the events in Paragraph 4.06, unless the Bidder demonstrates to the satisfaction of the Ministry that the Bidder is able to successfully complete the Contract and the deficiencies which led to any of the events in Paragraph 4.06 have been corrected.
- 4.09 For the purposes of this Invitation to Tender, "Disqualified Bidder" means a person (individual or corporate) who has been disqualified from bidding by the Ministry for a stated period of time.

5. Bid Security Requirement.

- 5.01 A bid security (**the 'Bid Security'**) is **Mandatory**. A bid security in an amount of not less than **ten (10)** percent of the total bid price is required. The Bid Security must accompany the Tender and be in the form of cash, personal money order issued by a financial institution or postal money order issued by Canada Post Corporation, certified cheque or bank/credit union draft, made payable to the 'Minister of Finance'. Personal or company cheques, assignable bonds and notes, bearer bonds and notes or Canada Savings Bonds are not acceptable. No interest is payable on cash forms of security.
- 5.02 Where, due to a revision of the total bid price (**the 'Total Bid Price'**) or the total estimated bid price (**the 'Total Estimated Bid Price'**), an insufficient Bid Security is contained in the Tender envelope, the Tender will not be disqualified if the Bidder submits the outstanding Bid Security amount within two business days following the Tender Opening.
- 5.03 Bid securities will be returned to unsuccessful bidders upon signing of the Contract by the successful bidder (**the 'Successful Bidder'**).

6. Contract Performance Security Requirement

- 6.01 A contract performance security (**'the 'Contract Performance Security'**) is **Mandatory**. A Contract Performance Security in the amount of **ten (10)** percent of the total contract price is required. The Successful Bidder must authorize the Bid Security to be cashed by the Ministry and held as a Contract Performance Security or provide an alternate financial security instrument in place of the Bid Security in accordance with Paragraph 17.05 below.

7. Option to Renew

Not Applicable

8. Bidder's Representations

- 8.01 It is the Bidder's sole responsibility to ensure that the Bidder has received all Tender Documents. Submission of the Tender by the Bidder is a representation by the Bidder that the Bidder has verified receipt of a complete set of Tender Documents including any and all addenda to the Tender Documents.
- 8.02 Submission of the Tender by the Bidder is a representation by the Bidder that the Bidder has investigated and satisfied itself of every condition affecting delivery of the Work, including every condition affecting the Work Site, and including every factor that may affect the Bidder's ability to perform the Contract in accordance with the Tender and the Tender Documents.
- 8.03 The Bidder further represents by submission of the Tender that the Bidder has made its own investigation and has relied solely upon its own knowledge, information, and judgment, and not upon any statement, representation or information made or given by the Ministry or any of its employees, other than the information contained in the Tender Documents.
- 8.04 Submission of the Tender is deemed by the parties to be conclusive evidence that the Bidder has made such investigations and inquiries as the Bidder determines necessary and that the Bidder assumes all risk regarding any conditions affecting the Work.
- 8.05 The Bidder affirms it is not an Associated Person to, nor acting in concert with, a Disqualified Bidder and undertakes to not knowingly do so during the term of the Contract.

9. Tender Submission

- 9.01 The Tender must be on a completed original or unaltered copy of the Tender Offer Form. The Tender is to be submitted in the envelope provided or in an envelope clearly marked with the name and address of the Bidder and the words, "**Tender for SU17DND011**" on the envelope.
- 9.02 The Tender must be received at the Closing Location of the Ministry not later than the date and time (**the 'Closing Date' and the 'Closing Time'**) specified in the Invitation to Tender. The Ministry may, by giving notice, amend the Invitation to Tender and extend the Closing Date and Closing Time for receiving tenders.
- 9.03 Tenders submitted by facsimile, telegram or electronic submission WILL NOT BE ACCEPTED. Tenders received after the Closing Time will be returned to the Bidder unopened.
- 9.04 The Ministry, its employees and agents assume no responsibility for the timely receipt of any tenders.
- 9.05 The Tender must be signed by the Bidder or the Bidder's authorized representatives, and should bear the date of signing. Witnessing of signatures is not required. If the Bidder is:
- (a) a company, the full company name and the name(s), signature(s) and status of the authorized signing officer(s) must appear on the Tender but affixing the corporate seal is optional;
 - (b) a partnership, all the partners must sign and print their names on the Tender;
 - (c) a limited partnership, one or more of the general partners must sign and print their name(s) on the Tender and include the business name of the partnership (e.g., 'doing business as _____ Limited Partnership');
 - (d) an individual or sole proprietorship, the individual or sole proprietor must sign and print his or her name and, where appropriate, include the name of the sole proprietorship, (e.g., 'doing business as _____').

10. Tenders Complete and All Inclusive

- 10.01 The Bidder's Tender must be complete and must cover all of the Work specified in the Invitation to Tender and the Tender Documents. Unless otherwise indicated, all blank spaces on the Tender Offer Form must be legibly filled in.
- 10.02 The Ministry may reject any tenders which contain any qualifying words, clauses, alterations, or omissions. Corrections to numbers in the Tender must be initialed by the authorized signatory of the Bidder.
- 10.03 The Tender must be inclusive of all of the Bidder's fees, overhead, profit, expenses of any kind, cash allowances, contingencies and any taxes (including taxes paid or payable by the Bidder to a supplier) that are in force on the Closing Date, but shall exclude the Goods and Services Tax (GST) and any applicable Provincial Sales Tax (PST) that the Bidder is required to charge the Province as a taxable transaction.

11. Addenda and Clarification of Tender Documents

- 11.01 If a Bidder finds any discrepancies, omissions, ambiguities or conflicts among the Tender Documents, or as a result of the Work Site visit or the Information Meeting, the Bidder must bring them to the attention of the Ministry Representative identified in Paragraph 14.01 not less than four business days prior to the Closing Date and Closing Time. A business day means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia.

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- 11.02 The Ministry will review the Bidder's question and where the Ministry determines that the information was not clearly specified in the Tender Documents, the Ministry will issue a clarifying addendum to all registered holders of Tender Documents, and the addendum will thereafter form part of the Tender Documents.
- 11.03 The Ministry may, in its discretion, amend the Tender Documents by issuing a written addendum, which will be available at least four calendar days prior to the tender closing, to all registered holders of the Tender Documents, which addendum then forms part of the Tender Documents. A calendar day means any day of the week from January 1st to December 31st.
- 11.04 Where Tender Documents were obtained from BC Bid[®], the Ministry will post any addendum to the Tender Documents on the BC Bid[®] website at <http://www.bcbid.ca>. Bidders are solely responsible to continually monitor the BC Bid[®] website on an ongoing basis to keep themselves informed of any addendum.

Bidders that are not registered with BC Bid[®] can register by selecting *Start your e-Service, Supplier Registration* on the BC Bid[®] home page. Bidders are strongly encouraged to select "Send Me Amendments" as an option on the Opportunity Notice published on BC Bid[®]. By selecting this option a registered Bidder will be automatically notified of any addenda that may be issued.

- 11.05 Where Tender Documents were provided directly by the Ministry to bidders (not obtained from BC Bid[®]), addendum to the Tender Documents will be sent by the Ministry to all registered package holders.

12. Equivalents

- 12.01 The Tender is based on the materials and products specified in the Tender Documents.
- 12.02 The Ministry will allow equivalents to the materials and products specified in the Tender Documents only if:
- (a) the Bidder submits full descriptive data in writing of any suggested equivalent NOT LESS THAN FOUR BUSINESS DAYS PRIOR to the Closing Date and Closing Time; and
 - (b) the Ministry approves the suggested equivalent in writing prior to the Closing Time.

13. Revisions to Tenders

- 13.01 Prior to the Closing Time, revisions to a Tender that has already been submitted may be made in writing and delivered by hand, mail or courier to the Closing Location or by facsimile or electronic transmission provided in Section 13.05 and 13.06.
- 13.02 Revisions should only state the dollar amount by which a numeric figure/unit rate is to be increased or decreased, or indicate specific directions as to the exclusion or inclusion of particular words.
- 13.03 If a revision is to a dollar amount and it does not state which unit rate is to be increased or decreased, the Ministry will consider the Tender to be incomplete and the Ministry will disqualify the Tender, except in situations where there is only one Tender in which case the Ministry may disqualify the Tender.
- 13.04 Where a Bidder submits multiple revisions to the Tender, each successive revision will nullify and replace any previous revisions unless the Bidder numbers each revision sequentially and states on each new revision, that the new revision does not nullify previous revisions.
- 13.05 The Ministry facsimile transmission number is: **(250) 692-7461**. The Bidder is solely responsible for the effective delivery of any facsimile transmission prior to the Closing Time.
- 13.06 Electronic transmission of a Tender revision may be made to: **N/A**. The Bidder is solely responsible for the effective delivery of any electronic transmission prior to the Closing Time.

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- 13.07 The calendar and clock showing on the Ministry's Email or facsimile destination, whether accurate or not, shall govern the delivery of revisions. The revision is deemed delivered to and received by the Ministry if the transmission is completed in whole on or before the Closing Date and Closing Time. Facsimile or electronic eMail submissions are submitted at the Bidder's own risk. The Ministry is not responsible for systems or other problems that may affect submission.

14. Verification of Tender Receipt

- 14.01 Any bidder who wishes to verify that their tender has been received may do so by telephoning the Ministry representative: **Michael Riis-Christianson at (250) 692-2200** (the 'Ministry Representative').
- 14.02 Bidders must state their company name before the information in Paragraph 14.01 can be released. The Ministry may require the Bidder to FAX the request in writing on letterhead before releasing such information.
- 14.03 No other information concerning the receipt of tenders will be released under any circumstances prior to the Tender Opening.

15. Withdrawal of Tender

- 15.01 Any bidder wishing to withdraw their tender prior to the tender Closing Time may do so by submitting a withdrawal request letter to the same address to which the Tender was submitted. Upon receipt of the request, the tender will be returned to the Bidder unopened.

16. Opening and Evaluation of Tenders

- 16.01 Tenders will be opened ***in private***, and **total prices will not be made public until after the Contract is signed with the Successful Bidder.**
- 16.02 All tenders will be evaluated in private, including tenders that were opened and read in public.
- 16.03 The Contract will not be awarded at the Tender Opening.
- 16.04 If only one tender is received, the Ministry reserves the right to open the tender in private and if the Total Bid Price or Total Estimated Bid Price exceeds the estimated budget for the Contract, the Ministry may re-tender the Work seeking a better response, with or without any changes being made to the Tender Documents.
- 16.05 If more than one tender is received from the same bidder, the last tender received, as determined by the Ministry, will be the only tender considered.
- 16.06 The lowest or any other tender will not necessarily be accepted. The Ministry reserves the right to:
- (a) reject all tenders;
 - (b) reject a tender which in the sole opinion of the Ministry is too low to provide the Bidder with adequate resources to perform the Work; and,
 - (c) refuse award of the contract to a bidder the Ministry judges to be fully or over committed on other projects; and,
 - (d) accept bids for the whole of the Work or may delete any part at its discretion;
 - (e) limit the number of Ministry contracts held at one time by any bidder.
- 16.07 If a bid price is incomplete, contains an omission, does not fairly represent proper compensation for an item of work to be done, or fails to provide an accurate total price, the Ministry may disqualify the Tender.

16.08 If the Tender indicates the requirement for a Total Bid Price or a Total Estimated Bid Price on a unit-priced based tender, this is for evaluation purposes only and the unit rates shall take precedence for the Contract. The Ministry will rank submitted tenders from lowest priced to highest priced based on the Total Bid Price or the Total Estimated Bid Price stated on each tender. The Ministry will:

- (a) check each extended amount (**the 'Extended Amount'**) on the lowest priced Tender to ensure it is the correct product of the quantity and the price per unit (**the 'Price Per Unit'**); and,
- (b) check the Total Bid Price or the Total Estimated Bid Price to ensure it is the correct sum of the Extended Amount.

Where the Extended Amount or the Total Bid Price or the Total Estimated Bid Price of the lowest priced Tender is incorrect, the Ministry will:

- (c) for each and every incorrect Extended Amount, recalculate the incorrect Extended Amount by using the Bidder's Price Per Unit entered on the Tender; and,
- (d) will recalculate the Total Bid Price or the Total Estimated Bid Price on the Tender using the corrected Extended Amounts; and,
- (e) where the Total Bid Price or the Total Estimated Bid Price is no longer the lowest ranked Tender the Ministry will put the Tender to one side as a remaining tender; and,
- (f) The Ministry will then apply these conditions to the next lowest ranked Tender to the extent necessary until a Tender with the lowest price is finally determined.

17. Obligations of Successful Bidder

17.01 Upon receiving a Contract award letter from the Ministry, the Successful Bidder must take the following steps within the time specified in the award letter:

- (a) sign the Contract covering the Work and return the Contract to the Ministry;
- (b) provide its assigned Personal Optional Protection registration number or its WorkSafe BC registration number, which must cover all workers, shareholders, directors, partners, and other individuals employed or engaged in the performance of the Work, if it has not already done so in the Tender;
- (c) provide proof of insurance coverage, if required under the Contract, by delivering a completed Province of British Columbia 'Certificate of Insurance' in the form supplied by the Ministry; and
- (d) provide a Contract Performance Security, if required under the Contract; and
- (e) if required to be registered with the BC Registrar of Companies as an extra-provincial company, provide proof of registration; and

17.02 No work shall commence, regardless of the Contract Term date, until the Contract is signed by the Province and the obligations under 17.01 are fulfilled.

17.03 If the Successful Bidder does not complete the steps, as required in Paragraph 17.01, within the time specified in the Contract award letter, the Ministry may, by written notice cancel the Contract award letter and award the Contract to another bidder, and:

- (a) if there is a Bid Security, make a demand on the Bid Security, which will be either,
 - (i) the difference between the Successful Bidder's Total Bid Price or Total Estimated Bid Price and the total bid price or total estimated bid price of the next lowest qualified bidder, or
 - (ii) the amount of the Bid Security,whichever is less; or

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- (b) if no Bid Security was required, the Ministry may pursue any remedy available to it at law or in equity, including the payment of liquidated damages by the Bidder calculated as the difference between the Bidder's Total Bid Price and the total bid price of the next lowest qualified bidder; and
 - (c) the Ministry may give written notice to the Successful Bidder that its eligibility to bid Ministry contracts is pending suspension. If the Successful Bidder fails to satisfactorily execute two additional Ministry contracts within the same calendar year, the Ministry reserves the right to disqualify the Successful Bidder from bidding on future contracts for a period of two years from the date of the last contract award letter.
- 17.04 In the event that the Successful Bidder has already started the Work, and is in default under Paragraph 17.02, the Ministry may terminate the Contract or cancel the Contract award letter, and the Successful Bidder must reimburse the Ministry for all costs, expenses, damages and losses arising out of the Successful Bidder's default.
- 17.05 Upon receiving a Contract award letter from the Ministry, the Successful Bidder must authorize the Ministry to cash the Bid Security and hold it as a Contract Performance Security until satisfactory completion of the Contract. Where no Bid Security was required but a Contract Performance Security is, the Bidder shall submit one of the financial performance security instruments specified in Paragraph 17.06.
- 17.06 As an alternative to Paragraph 17.05, the Successful Bidder may request the return of the Bid Security after submitting one of the following financial performance security instruments in the amount specified in Paragraph 6.01:
- (a) an irrevocable letter of credit issued by a financial institution, payable to the 'Minister of Finance', having a termination date at least 90 days after the Contract completion date. If a Letter of Credit is required for a contract with a term greater than one year, it must contain an 'Evergreen Clause', allowing for the automatic extension or renewal on an annual basis until the Contract is complete. The Letter of Credit must contain a provision to provide the Province with at least 30 days written notice if it will be cancelled or not be extended;
 - (b) a treasury bill note issued by the Government of Canada or the government of any Province of Canada and covered by a duly executed 'Safekeeping Agreement', in the form set out in the Tender Documents;
 - (c) a marketable bond in fully registered form issued and guaranteed by the Government of Canada or the government of any Province of Canada with a maturity date of not longer than 3 years, together with a duly executed Safekeeping Agreement;
 - (d) a short-term deposit registered in the name of the 'Minister of Finance' issued by a financial institution and covered by a duly executed Safekeeping Agreement;
 - (e) cash or a money order, certified cheque, or bank/credit union draft, made payable to the 'Minister of Finance'.
- 17.07 Personal or company cheques, assignable bonds and notes, bearer bonds and notes or Canada Savings Bonds are not acceptable.
- 17.08 No interest is payable on cash forms of security.
- 17.09 The Successful Bidder will be required to continue to meet the Ministry's requirements under Paragraph 4.02 throughout the term of the contract, to the satisfaction of the Ministry.

18. Independent Bidding

- 18.01 Bidrigging is a criminal offense under the federal *Competition Act*. The Ministry will report any suspicion of bidrigging immediately to the Director of Investigation and Research appointed under the *Competition Act*.
- 18.02 By submission of the Tender, the Bidder certifies that the unit prices and/or the Total Bid Price in the Tender were independently developed without consultation with any other bidder or potential bidder.
- 18.03 Bidrigging between bidders, if proven, will be sufficient cause for rejection of the tenders of all bidders involved in that bidrigging and may result in disqualification from bidding on all future Ministry contracts for up to two years.

19. Successful Bidder's Representative

- 19.01 The Contractor shall appoint a Contractor Representative fluent in English, who shall:
 - (a) have full authority to act on behalf of the Contractor in connection with the Work and the Contract; and;
 - (b) be available to the Ministry Representative, when requested, and be present at all times at any site where the Work is carried out.

20. Ownership

- 20.01 The Tender, and all documents submitted as part of the Tender, become the property of the Ministry, and are subject to the provisions of the *Freedom of Information and Protection of Privacy Act*.
- 20.02 The Ministry will be the exclusive owner of all rights to any materials or property produced under the Contract and the Bidder and its agents must not patent, copyright or otherwise claim any rights of ownership to any materials or property produced under the Contract.

21. Limitation of Damages

- 21.01 The Bidder, by submitting a Tender, agrees that it will not claim damages in excess of the reasonable costs incurred by the Bidder in preparing its Tender for matters relating to the Contract award or in respect of the tendering process, and the Bidder, by submitting a Tender, waives any claim for loss of profits if no Contract award is made to the Bidder.



Natural Resource Sector

Operational Services Contract

CONTRACT FILE NO: 10005-40/SU17DND011	THIS AGREEMENT DATED FOR REFERENCE THE 20 th DAY OF SEPTEMBER, 2016.
PROJECT DESCRIPTION: SILVICULTURE REGENERATION PERFORMANCE/RECONNAISSANCE SURVEYS	

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the MINISTER OF FORESTS, LANDS AND NATURAL RESOURCE OPERATIONS

**Nadina Forest District
183 Hwy 16 West, P.O. Box 999
Burns Lake, British Columbia
V0J 1E0**

**Phone Number: (250) 692-2200.....FAX Number: (250) 692-7461
Ministry Representative: Carolyn Stevens – Program Manager, Silviculture
E-mail Address: Carolyn.Stevens@gov.bc.ca**

(the "Province")

AND:

**Full LEGAL name of Contractor/Company
Physical & Mailing Address (including Postal Code)**

**Phone Number: (Area Code) Phone NoFAX Number: (Area Code) Fax No
E-mail Address: Contractor's Email Address
Contractor Representative: Contractor Representative's name
Business Number: Contractor's Business Number for taxation purposes
WorkSafe BC and/or Personal Optional Protection Number: WCB / POP No.**

(the "Contractor")

referred herein to as "the Parties".

WHEREAS:

- A.** The Province requires the Work described in this Agreement to be carried out for its benefit.
- B.** The Contractor is prepared to do the Work.
- C.** The Province and the Contractor have agreed that the Work shall be carried out in accordance with Contract Documents.

Accordingly, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

1.01 In this document, the following words have the following meanings:

- (a) **"Agreement"** means the agreement between the Parties as set out in the Contract Documents;
- (b) **"Amending Document"** means an NRS600 Contract Modification Agreement form or another standard form of similar nature specified by the Province;
- (c) **"Assessment"** means a pre-estimate of damages incurred by the Province as a result of the Contractor's failure to perform, unsatisfactory performance or other non-compliance with the provisions of this Agreement;
- (d) **"Changed Condition"** means a materially changed physical condition at the Work Area which was not foreseen by the Contractor and which would not have been reasonably foreseen by a reasonable contractor who, before submitting its tender, conducted a thorough investigation of the work to be done to complete the Work, including a thorough inspection of the Work Area and review of all information available from the Province to persons wishing to submit tenders, but does not include any weather conditions or natural events;
- (e) **"Contract Documents"** means those documents described in Section 2.01 and the Work Progress Plan;
- (f) **"Contract Price"** means the total amount payable to the Contractor for satisfactory performance of the Work, as set out in Schedule 'B';
- (g) **"Contractor Representative"** means a person designated pursuant to Section 5.05;
- (h) **"Environmental Damage"** means:
 - i. slumping or sliding of land;
 - ii. inordinate soil disturbance; or
 - iii. other damage to the environment which the Province considers significant.
- (i) **"Equitable Adjustment"** means a fair and reasonable adjustment negotiated by the Parties to;
 - i. the Contract Price; or
 - ii. the time within which the Work is to be performed;
- (j) **"Fiscal Year"** means the period from April 1 to the next March 31 inclusive;
- (k) **"Incorporated Material"** means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;
- (l) **"Material"** means the Produced Material and the Received Material;
- (m) **"Ministry Representative"** means a person appointed pursuant to Section 5.01;
- (n) **"Occupied Area"** means any Work Area, camp or rest area, or any other area occupied by the Contractor for the purposes of this Agreement;
- (o) **"Payment Area"** means a portion of a Work Area as specified in the Work Progress Plan which contains a specified amount of scheduled Work;
- (p) **"Performance Security"** means the security provided by the Contractor in accordance with Article 4;
- (q) **"Produced Material"** means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced or provided by the Contractor or a Subcontractor and includes the Incorporated Material;
- (r) **"Received Material"** means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person;
- (s) **"Subcontractor"** means a person, firm or corporation contracting with the Contractor to perform a part or parts of the Work, or to supply products worked to a special design according to the Agreement, but does not include one who merely supplies products not so worked;
- (t) **"Shortfall"** means the difference between total Contract Price and the amount paid to the Contractor for Work satisfactorily completed;
- (u) **"Term"** means the period of time this Agreement is in force pursuant to Article 3;

- (v) **"Work"** means all labour, supervision, administration, materials, transportation, supplies, tools, equipment and such other services and materials necessary or desirable to perform the services described in the Contract Documents, and includes any services which are not expressly described, but which are nevertheless necessary for the proper execution of the work;
 - (w) **"Work Area"** means the area shown outlined on the attached maps;
 - (x) **"Work Day"** means every day of the week except Saturday, Sunday and statutory holidays; and
 - (y) **"Work Progress Plan"** means the plan developed on a form approved by the Province and submitted to the Ministry Representative for approval which outlines the scope, timing, location and any other requirements of the Work.
- 1.02 If any of the words in Section 1.01 are used in any other Contract Document, they have the same meaning as in this document unless the context dictates otherwise.
- 1.03 Words or abbreviations which have well known technical or trade meanings are used in the Contract Documents in accordance with those recognized meanings.
- 1.04 The headings of the clauses of this Agreement have been inserted for reference only and do not define, limit, alter or enlarge the meaning of any provision of this Agreement.

ARTICLE 2 CONTRACT DOCUMENTS AND MODIFICATIONS

Contract Documents

- 2.01 The attached schedules are applicable to and form part of this Agreement:

Schedule	Title
Schedule "A"	Services (Silviculture Surveys)
Schedule "B"	Payment (Silviculture Surveys)
Schedule "C"	Other Conditions
Schedule "D"	Insurance
Schedule "E"	Safety Conditions Schedule
Schedule "F"	Prime Contractor Agreement
Schedule "G"	Camp Standards
Project Map(s)	Lakes TSA, Morice TSA

Amending Documents

- 2.02 No modification of this Agreement is effective unless it is in writing and signed by, or on behalf of, the Parties.

Interpretation

- 2.03 Any reference in the Contract Documents to a manual or a form means a manual or form published by or for the Province and includes every amendment of such manual or form and any manual or form published from time to time in substitution for them or replacement of such manual or form.
- 2.04 In the event of a conflict between the Contract Documents, the terms of this Document supersede all other Documents. In the event of a conflict between alike Contract Documents of different dates, the Document of later date prevails.

ARTICLE 3 TERM OF CONTRACT AND COMMENCEMENT OF WORK

- 3.01 The Term of this Agreement is from **September 20, 2016** to **December 20, 2016** inclusive, and work shall proceed in accordance with the Work Progress Plan.
- 3.02 The Contractor shall not conduct any Work until the Province notifies the Contractor to commence work.
- 3.03 The Contractor shall commence Work within **three (3)** calendar days from the date specified in the Notice to Commence Work and regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.

- 3.04 Time is of the essence in this Agreement and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension.

ARTICLE 4 CONTRACT PERFORMANCE SECURITIES

- 4.01 Upon request of the Province, the Contractor shall furnish Performance Security in the amount specified by and in a form and manner acceptable to the Province as security for the faithful performance by the Contractor of all Work.
- 4.02 The Province may retain any Performance Security until all Work has been completed in accordance with this Agreement. The Performance Security is subject to forfeiture, at the discretion of the Province, if the Contractor fails to perform or to comply with this Agreement.
- 4.03 If the Contractor fails to perform or comply with this Agreement, the Province may, in addition to terminating the Agreement and claiming the Performance Security, pursue any other remedies available to it under this Agreement or the laws of the Province of British Columbia.

ARTICLE 5 PARTY REPRESENTATIVES

Ministry Representative

- 5.01 The Province shall appoint a Ministry Representative who shall have full authority to act on behalf of the Province in connection with this Agreement.
- 5.02 Upon commencement of this Agreement, the Province shall notify the Contractor of the name of the Ministry Representative.
- 5.03 The Province may substitute a Ministry Representative at any time, and shall immediately notify the Contractor of the change.
- 5.04 The Ministry Representative may require the Contractor to do anything necessary to satisfy the Ministry Representative that the Work is being performed in accordance with the Contract Documents.

Contractor Representative

- 5.05 The Contractor shall appoint a Contractor Representative fluent in English, who shall:
- (a) have full authority to act on behalf of the Contractor in connection with the Work and the Agreement; and
 - (b) be available to the Ministry Representative, when requested, and be present at all times at any site where the Work is carried out.
- 5.06 Upon entering into this Agreement, the Contractor shall notify the Province of the name, address and telephone number of the Contractor Representative appointed pursuant to Section 5.05.
- 5.07 The Contractor shall not substitute a Contractor Representative without the written consent of the Ministry Representative.
- 5.08 If, in the reasonable opinion of the Ministry Representative, the Contractor Representative is not suitably experienced or is unable to properly supervise the Work or communicate with the Ministry Representative, then the Contractor shall, upon receipt of written notice from the Ministry Representative, replace that representative and immediately notify the Province of that change.
- 5.09 All Work carried out by the Contractor or the Subcontractor must be under the direct and continuous supervision of the Contractor or the Contractor Representative.

ARTICLE 6 STANDARDS OF PERFORMANCE AND WORK PROGRESS

Work Progress Plan

- 6.01 The Contractor Representative shall meet with the Ministry Representative before the commencement of Work to:
- (a) inspect the Work Area, and

(b) review the Contract Documents and work performance requirements.

6.02 The Work Progress Plan may divide the scheduled Work into Payment Areas. Where no Payment Areas are approved the entire Work Area shall be considered to be one Payment Area.

6.03 The Work shall proceed in accordance with the Work Progress Plan.

Standards of Performance

6.04 The Contractor acknowledges it has satisfied itself to:

(a) the nature and magnitude of the Work; and

(b) the general character, quality and quantity of the equipment and materials required to execute and complete the Work.

Any failure by the Contractor to discover matters which affect or could affect the Work does not relieve the Contractor from its obligations under this Agreement or otherwise affect the Contract Price.

6.05 The Contractor shall at all times exercise the standard of care, skill and diligence normally exercised and observed by persons engaged in the performance of activities similar to the Work.

Continuity and Suspension of Work

6.06 The actual date the Work may commence is dependent upon the weather and completion of the Work Progress Plan. Once commenced, Work shall be continuous except as provided for in Section 6.09.

6.07 If the Province reasonably decides that weather or other conditions make it unsuitable for Work to proceed, it may suspend operations for a specified or an indefinite period, and it may require the Contractor remain available for up to five (5) consecutive Work Days to resume work as specified by the Province. If the suspension exceeds twenty-four (24) hours the Parties shall negotiate an Equitable Adjustment to the Contract Price to compensate the Contractor for reasonable and substantiated out-of-pocket costs incurred during the suspension.

6.08 In the event operations are suspended under Section 6.07, the Term may be extended by a length of time agreed to by the Parties.

6.09 If the Province, having suspended Work pursuant to Section 6.07, does not permit Work to resume within five (5) Work Days, either Party may, by giving written notice to the other Party, terminate this Contract without penalty. Neither Party is liable for compensation of any kind arising out of the suspension of operations. Payment shall be made for all Work satisfactorily performed before the suspension of Work.

6.10 A suspension pursuant to Section 6.07 to be effective must be in writing and delivered to the Contractor by a method provided for in Section 15.06.

ARTICLE 7 INDEMNIFICATION AND INSURANCE

Indemnity

7.01 You must indemnify and save harmless the Province and its employees and agents from any loss, claim (including any claims of infringement of third party intellectual property rights), damage award, action, cause of action, cost or expense that the Province or any of its employees or agents may sustain, incur, suffer or be put to at any time either before or after this Agreement ends, (each a "Loss"), to the extent the Loss is directly or indirectly caused or contributed to by:

(a) any act or omission by you or your agents, employees, officers, directors or Subcontractors in connection with this Agreement; or

(b) any representation or warranty by you being or becoming untrue or incorrect.

7.02 Neither the Province nor its Ministry Representative in charge, its agents, authorized representatives, or employees are personally liable for any act performed in the discharge of any duty imposed or in the exercise of any power or authority conferred upon them by, or within the scope of, the Agreement if it can be demonstrated that all reasonable care was exercised in the conduct of the operations; in all such matters these persons act solely as agents and representatives of the Province.

- 7.03 Neither the Province nor any of its employees, authorized representatives, or agents are liable to the Contractor or the Contractor's employees or agents for any injury, loss, or damage however occasioned to any of them or their equipment or livestock while being transported or conveyed in any vessel, boat, aircraft owned or operated by the Province, and the Contractor shall not undertake claims against the Province, its employees, authorized representatives, or agents to recover any such injury, loss or damage either on its own behalf or on behalf of its employees or agents. The Contractor shall indemnify and save harmless the Province, its employees, authorized representatives, or agents from any such claims initiated by the Contractor's employees, subcontractors, servants, or agents.

Insurance

- 7.04 During the Term, the Contractor shall pay and maintain insurance coverage as specified in writing by the Province from time to time.

ARTICLE 8 PROTECTION OF WORK AND PROPERTY

General

- 8.01 The Contractor shall protect the Province's property from damage and is responsible for damage which may arise as the result of the Contractor's operations under the Agreement, except damage which occurs as a result of the acts or omissions of the Province or its other contractors, agents and employees.

Protection of the Environment

- 8.02 If the Contractor encounters circumstances such as weather conditions or site factors where the Contractor knows or should reasonably know that proceeding with the Work may, directly or indirectly, cause Environmental Damage, the Contractor shall:
- (a) immediately suspend such Work;
 - (b) immediately advise the Province of the suspension and circumstances;
 - (c) not proceed with such Work until the Province so instructs; and
 - (d) upon the Province's instruction to proceed with such Work, do so in accordance with the Province's instructions.
- 8.03 The Contractor shall not be deemed to be in breach of this Agreement for suspending Work pursuant to Section 8.02.

Fire Protection

- 8.04 The Contractor shall:
- (a) take every precaution to prevent unintentional fire from occurring on or about the Work Area,
 - (b) ensure that no person burns any debris on or about the Work Area unless authorized under a Burning Reference Number issued by the Ministry of Forests, Lands and Natural Resource Operations, BC Wildfire Services, and
 - (c) ensure that, with respect to smoking,
 - (i) no person smokes except in areas that are free of or fully cleared of all flammable material,
 - (ii) no burning material falls outside cleared areas, and
 - (iii) all burning material is completely extinguished before leaving cleared areas.

ARTICLE 9 COMPLIANCE WITH THE LAW

- 9.01 This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws of the Province of British Columbia, including, but not limited to, the *Employment Standards Act* and its Regulations.
- 9.02 The Contractor shall comply with, and must ensure that any Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.
- 9.03 Without limiting Section 9.02, the Contractor:

- (a) may be considered the "Prime Contractor" for the Work, as described in the attached Safety Conditions Schedule, and as such shall enter into a Prime Contractor Agreement and carry out the duties as described therein;
- (b) shall be solely responsible for safety at the Work Area;
- (c) shall, at its own expense, provide the necessary WorkSafe BC compensation coverage for itself, all workers and any shareholders, directors, partners or other individuals employed or engaged in the performance of the Work and shall ensure all approved Subcontractors obtain WorkSafe BC coverage;
- (d) if the Contractor or its Subcontractors do not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act*, then the Contractor shall ensure that it and its Subcontractors apply for and obtain Personal Optional Protection under the *Workers Compensation Act*;
- (e) shall be responsible for and pay for all fines, assessments, penalties, and levies made or imposed under the *Workers' Compensation Act* and regulations relating in any way to the Work;
- (f) upon request, provide the Province with evidence of compliance with Section 9.03 (c) and (d);
- (g) shall promptly pay all persons employed or engaged in the execution of the Work; and
- (h) shall obtain all licences and permits required by law to carry out the Work, unless obtained by the Province and provided to the Contractor before commencement of the Work, and provide the Province with proof of having obtained those licences or permits.

9.04 Nothing in this Agreement shall relieve the Contractor from its responsibility to comply with all applicable provisions of the *Forest & Range Practices Act* and its regulations.

ARTICLE 10 CHANGED CONDITION

10.01 If a Changed Condition occurs during the course of the Work, the following applies:

- (a) The Parties shall immediately advise each other of particulars of the Changed Condition and the Contractor Representative and the Ministry Representative shall meet to attempt to deal with the condition.
- (b) If the Changed Condition is so substantial that amending the Agreement to deal with the change would change the essential nature of the Work, then either Party may elect not to proceed with the Work any further and the contract shall be brought to an end. If either Party so elects, the Contractor shall be entitled to receive payment for any Work which the Contractor has satisfactorily completed, and shall be entitled to no further payment.

ARTICLE 11 INSPECTION AND ACCEPTANCE

Request for Inspection and Acceptance

11.01 The Contractor shall, upon completing all Work within a Payment Area, promptly request that the Province inspect and determine the acceptability of the Work. The request must be in writing, may take the form of an invoice, and, must be delivered to the Province by a method provided for in Section 15.06.

Inspection by the Province

- 11.02 The Province shall, following receipt of the Contractor's request for inspection and acceptance, promptly inspect and determine the acceptability of the Work performed in the Payment Area. Work shall be inspected in accordance with the Contract Documents. The Province is not obliged to make any determination of acceptability before receiving the written request.
- 11.03 The Contractor is encouraged, but not required, to observe inspections while they are underway.
- 11.04 The Province shall provide the Contractor with a copy of inspection results.
- 11.05 The Province reserves the right to inspect, at all times during the Term and without notice to the Contractor, any Work performed.

- 11.06 The Contractor shall pay the Province, on demand, all direct and indirect additional inspection costs incurred because Payment Areas were not fully completed by the time specified in the Contractor's request for inspection and acceptance.
- 11.07 Inspections are conducted by the Province in order to determine compliance with the provisions of this Agreement and to provide the basis for calculating the payment due. These inspections are conducted for the sole benefit of the Province, and do not release the Contractor from the responsibility of providing quality control measures to assure that the Work strictly complies with this Agreement.

Re-Inspection

- 11.08 If the results of an inspection are unacceptable to the Contractor, it may, if it does so within three (3) Work Days of receiving the inspection results, request the Province re-inspect the Work.
- 11.09 If the Contractor requests a re-inspection of the Work, the Province shall perform the re-inspection at a time mutually agreed to by the Parties, but in any event no later than ten (10) Work Days after receiving the request.
- 11.10 The results of the re-inspection shall be used to determine payment and shall be final and binding.
- 11.11 The Contractor shall pay the Province's costs of the re-inspection only if the difference in Work quality between the original inspection and the re-inspection is less than ten percent (10%) of the original inspection results.
- 11.12 If the Province bears the costs of the re-inspection, it shall also pay the Contractor, if they are present for the entire re-inspection, the sum of two hundred and fifty dollars (\$250.00) for time spent re-inspecting.

ARTICLE 12 MEASUREMENT AND PAYMENT

Payment

- 12.01 If the Contractor complies with this Agreement, the Province shall pay the Contractor for all Work at the rates [inclusive of taxes paid or payable by the Contractor to a supplier but exclusive of any applicable Provincial Sales Tax (PST) that the Contractor is required to charge the Province as a taxable transaction and the Goods and Services Tax (GST)] and times described in Schedule B and we are not obliged to pay you more than the maximum amount or dollar limit specified in Schedule B.
- 12.02 Expenses, if payable, will be exclusive of GST or other applicable tax paid or payable to the extent the Contractor is entitled to claim credits (including GST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities.
- 12.03 The Province will pay any applicable taxes payable under law or agreement with the relevant taxation authorities. Invoices must show the calculation of any applicable taxes (excluding taxes paid directly by the Contractor to a supplier and which were inclusive in the bid price) to be paid as a separate line item and expenses must be listed chronologically, be in reasonable detail and with dates of all expenses claimed with receipts or copies of receipts, where applicable, attached.
- 12.04 Our obligation to pay money to you is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.
- 12.05 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

Payment Initiation

- 12.06 The Province shall upon acceptance of the Work within a Payment Area, promptly initiate a payment.

Holdback

- 12.07 The Province is not obliged to advance to the Contractor more than ninety percent (90%) of the calculated amount of any payment. The ten percent (10%) holdback shall be retained for forty (40) calendar days after the completion, or earlier termination, of all Work and interest is not payable on the amount held back by the Province.
- 12.08 The Province is authorized, but not obliged, to apply the holdback funds as follows:

- (a) firstly, to any unpaid government agencies;
- (b) secondly, to the Contractor's and Subcontractor's unpaid workers, Subcontractors and material suppliers; and
- (c) thirdly, as security for the correction of any breach of, or for payment of any Assessment provided for in, this Agreement.

Payment for Part Performance

- 12.09 If this Agreement expires or is terminated before completion of the Work, the Province shall only pay for that portion of the Work completed to the satisfaction of the Province before the said expiration or termination.

Method of Measurement

- 12.10 All linear and area measurements under this Agreement are measured on the horizontal plane, unless specified otherwise in an attached Schedule.

Remeasurements

- 12.11 If the calculation of a payment depends upon the area completed, and if the Contractor believes the area used in calculating that payment is incorrect, the Contractor may request the Province remeasure the Payment Area. The request shall be delivered in writing to the Province, within three (3) Work Days of the Contractor receiving a copy of the payment calculation for the Payment Area in question.
- 12.12 If the Province's remeasurement indicates that the originally specified area was correct within five percent (5%), the original measurement will be used and the Contractor will pay for the cost of the remeasurement. If the difference between measurements exceeds five percent (5%), payment will be based on the second measurement without charge for the remeasurement.

Appropriation

- 12.13 Despite any other provision of this Agreement, the Province's obligation to pay the Contractor, pursuant to this Agreement, is subject to:
- (a) the Legislative Assembly of the Province of British Columbia having provided sufficient funds to enable the Province, in any Fiscal Year or part thereof, to make payment pursuant to this Agreement when it is due; and
 - (b) Treasury Board not having controlled or limited expenditure of any funds.

ARTICLE 13 NON-COMPLIANCE AND TERMINATION

Termination by the Province

- 13.01 The Province may, at its sole discretion, terminate this Agreement at any time, and no claim may be made by the Contractor for any losses occasioned by that termination if the termination:
- (a) occurs before the Province notifies the Contractor to commence Work;
 - (b) is caused by an Act of God, unsuitable weather, natural disaster, withdrawal of labour in labour disputes, or any other unforeseeable causes over which the Province has no direct control; or
 - (c) is caused by an Event of Default.

Mutual Termination

- 13.02 This Agreement may be terminated at any time by the mutual consent of the Parties.

Contract Performance Security

- 13.03 If the Province terminates this Agreement, the Contract Performance Security will only be returned to the Contractor if the termination is occasioned by an Act of God, unsuitable weather, natural disaster, withdrawal of labour in labour disputes, or any other unforeseeable cause clearly beyond the control of the Contractor.

Non-Compliance with Agreement Provisions

- 13.04 An "Event of Default" means any of the following:

- (a) failure to perform any of the Contractor's obligations under this Agreement, or
- (b) any representation or warranty made by the Contractor in this Agreement (including as part of any competitive process resulting in this Agreement being entered into) is untrue or incorrect, or
- (c) an Insolvency Event, which means any of the following;
 - (i) an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
 - (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of its creditors or otherwise acknowledges its insolvency,
 - (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Contractor,
 - (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act* (Canada),
 - (v) a receiver or receiver-manager is appointed for any of the Contractor's property, or
 - (vi) the Contractor ceases, in our reasonable opinion, to carry on business as a going concern.

13.05 On the happening of an Event of Default, or at any time thereafter, the Province may, at its option, by written notice to the Contractor do any one or more of the following:

- (a) require that the Event of Default be remedied within a time period specified in the notice;
- (b) require the Contractor to re-work the area to the Province's satisfaction within a time period specified in the notice;
- (c) impose other requirements on the Contractor to deal with the alleged failure of compliance within a time period specified in the notice;
- (d) pursue any remedy or take any other action available to us at law or in equity; or
- (e) impose an Assessment if such an Assessment is provided for in the Contract Documents;
- (f) require the Contractor to do no further Work until the alleged failure of compliance is dealt with according to the Province's requirements; and
- (g) by written notice to you, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under Section 13.05(a).

These remedies shall be in addition to and not instead of any other remedy which the Province may have with respect to the Contractor's breach of this Agreement.

13.06 No failure or delay on the Province's part to exercise its rights in relation to an Event of Default will constitute a waiver of such rights.

13.07 If you become aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, you must promptly notify us of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps you propose to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps you propose to take to prevent the occurrence of the anticipated Event of Default.

13.08 Where the Contractor has reworked an area the Province shall inspect any re-worked area and the results of the inspection shall supersede any previous inspection results. The Contractor shall pay the Province's costs of the inspection.

13.09 For the purposes of imposing an Assessment, the Province need not notify the Contractor before imposing an Assessment.

13.10 If the Province imposes an Assessment on the Contractor, the Assessment may be collected by deduction from a payment under this Agreement, any Contract Performance Security or from any holdback.

- 13.11 If the Contractor does not agree with the Province that there has been a failure to comply, the Contractor shall comply with any and all of the requirements imposed by the Province, but the Contractor shall have the right to seek compensation from the Province under Article 14, if there in fact was no failure to comply.

ARTICLE 14 DISPUTE RESOLUTION

- 14.01 If a dispute occurs between the Parties concerning any matter governed by this Agreement, the disputing Party shall promptly advise the other Party and the Parties together shall use all reasonable efforts to resolve the dispute informally.
- 14.02 If the Parties are unable to resolve the dispute informally, within five (5) Work Days, the Contractor shall then give Notice, within ten (10) Work Days, of the complaint to the Ministry Representative, which particulars shall include the following:
- (a) a detailed description of the nature of the complaint;
 - (b) a list of the relevant provisions of the Contract Documents; and
 - (c) an evaluation by the Contractor of the matters in dispute.
- 14.03 The Province shall, within twenty (20) Work Days of receipt by the Ministry Representative of the written particulars, give the Contractor a decision, in writing, of one of the following:
- (a) that the Province accepts the position of the Contractor; or
 - (b) that the Province rejects the position of the Contractor.
- 14.04 If the Province accepts the position of the Contractor, the Parties shall enter into an Amending Document to reflect the Agreement.
- 14.05 If the Province rejects the position of the Contractor, the Parties shall proceed to mediation with a mutually agreed upon third party. If the dispute is not resolved within fifteen (15) Work Days of appointment of the mediator, then the Parties may, if they both agree, proceed to arbitration pursuant to the *Commercial Arbitration Act*.
- 14.06 If the matter in dispute is not resolved promptly pursuant to Section 14.01, the Ministry Representative may give to the Contractor instructions that in his or her opinion are necessary to provide for the proper performance of the Work and to prevent delays.
- 14.07 If the Contractor receives instructions pursuant to Section 14.06, the Contractor shall act immediately to carry out the Work pursuant to the instructions, but any Work performed by the Contractor in this respect shall be without prejudice to any claim the Contractor may have concerning the dispute.
- 14.08 Nothing in this Article precludes either Party from having a dispute resolved by a court of competent jurisdiction, although no steps shall be taken by either Party to initiate legal proceedings until after the process described in Sections 14.01 through 14.03 has been completed.

ARTICLE 15 MISCELLANEOUS

Confidentiality

- 15.01 The Contractor will treat as confidential and will not, without the prior written consent of the Province, disclose or permit to be disclosed or used, either before or after the expiration or sooner termination of this Agreement, all information supplied to, accessed or obtained by, or which comes to the knowledge of the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement except if the disclosure is necessary to enable the Contractor to fulfill its obligations or to comply with applicable laws or if it is information that is generally known to the public other than as a result of a breach of this Agreement.

Contractor Status

- 15.02 In relation to the performance of your obligations under this Agreement, you are an independent contractor and not our:
- (a) employee or partner; or
 - (b) agent except as may be expressly provided for in this Agreement.

You must not act or purport to act contrary to this section.

- 15.03 The Contractor shall accept instructions from the Province, but the Contractor is not subject to the control of the Province in respect of the manner in which instructions are carried out.
- 15.04 The Contractor shall not purport to commit the Province to the payment of any money to any person.
- 15.05 The Contractor shall ensure all personnel hired by the Contractor to perform the Work are at all times employees of the Contractor and not of the Province. The Contractor is solely responsible for arranging reliefs and substitutions, pay, supervision, discipline, employment insurance, leave and all other matters arising out of the relationship of employer and employee.

Notices

- 15.06 Any notice or document required to be given under this Agreement shall be conclusively deemed to be validly given or delivered to and received by the Parties at the work site or at the address, facsimile, or email address specified on the first page of this Agreement (or at such other address as either Party may from time to time designate by notice in writing to the other):
- (a) if hand delivered to the Party or the specified Party representative, on the date of that personal delivery;
 - (b) if prepaid post and if mailed during any period when normal postal services prevail, on the fifth business day after its mailing;
 - (c) if delivered by courier service, on the fifth business day after collection by the courier service;
 - (d) if sent by facsimile or electronic transmission, on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Work Day, in which case it will be deemed to be received on the next following Work Day.

Non-Waiver

- 15.07 A waiver of any term or breach of this Agreement is effective only if it is in writing and signed by, or on behalf of, the waiving Party and is not a waiver of any other term or breach.

Contractor-Furnished Facilities

- 15.08 Except where specified otherwise in the Contract Documents, the Contractor shall undertake all Work and furnish at its cost all labour, equipment, supervision, transportation, supplies and incidentals necessary to perform the Work.

Unsuitable Workers

- 15.09 The Contractor must provide a sufficient number of persons to perform the Work and shall ensure all persons are fully instructed and supervised, legally entitled to work in Canada, competent, English literate, efficient, qualified by education, adequately trained, and experienced to carry out the tasks to which each is assigned.
- 15.10 The Contractor shall, upon request of the Ministry Representative, remove any person it employs for purposes of the Agreement who, in the reasonable opinion of the Province, is incompetent or has conducted himself or herself improperly, and the Contractor shall not permit a person who has been so removed to perform any further Work.

Survival of Terms

- 15.11 All terms of this Agreement in favour of the Province and all rights and remedies of the Province, either at law or in equity, survive the expiry or sooner termination of this Agreement subject to any applicable limitation period prescribed by law.

Material and Intellectual Property

- 15.12 If the Contractor receives a request for access to any of the Material from a person other than the Province, and this Agreement does not require or authorize the Contractor to provide that access, the Contractor must promptly advise the person to make the request to the Province.
- 15.13 The Province exclusively owns all property rights in the Material that are not intellectual property rights. Any equipment property the Province may provide to the Contractor or a Subcontractor is the Province's

exclusive property. The Contractor must deliver any Material or equipment property to us immediately following expiration of this Agreement, or sooner upon our request, in the same condition it was supplied to the Contractor, excepting always loss or damage attributable to reasonable wear or tear.

15.14 The Province exclusively owns all intellectual property rights, including copyright in:

- (a) Received Material the Contractor receives from the Province, and
- (b) Produced Material, other than any Incorporated Material.

Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province that irrevocably waives in the Province's favour any moral rights that the Contractor (or its employees) or a Subcontractor (or its employees) may have in the Produced Material and confirm the vesting in the Province of the copyright in the Produced Material, other than any Incorporated Material,

15.15 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, you grant the Province:

- (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to exercise, in respect of that Incorporated Material, the rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, modify, publish and distribute that Incorporated Material; and
- (b) the right to sublicense or assign to third-parties any or all of the rights granted to the Province under section 15.15(a).

Conflict of Interest

15.16 The Contractor shall not perform any service to any other person, firm or corporation in circumstances which, in the reasonable opinion of the Province, could give rise to a conflict of interest between the Contractor's obligations to that person and the Contractor's obligation under this Agreement.

Site Clean Up

15.17 The Contractor shall maintain the Occupied Areas free from any accumulations of waste products or debris, other than that caused by the Province or other contractors.

15.18 Upon the Contractor vacating any Occupied Area, the Ministry Representative shall inspect the area to determine, at his or her sole discretion, whether or not the area was left in an acceptable condition.

15.19 If the Ministry Representative determines the Contractor left the Occupied Area in an unacceptable condition, the Province may repair the area and charge the entire cost of the repairs to the Contractor.

Camping and Parking

15.20 Use of Provincial sites by the Contractor or the Contractor's employees or agents for the purposes of lodgings, camping or trailer parking in connection with Work under this Agreement, is permitted only with the prior written approval of:

- (a) on recreational sites, a representative of the Ministry of Forests, Lands and Natural Resource Operations, Recreation Sites and Trails Branch;
- (b) on other Provincial Crown forest land including roads and landings, the Ministry Representative appointed pursuant to Section 5.01 of this Agreement;

Such use, if approved, shall be at the Contractor's own expense, if any. The approval may be revised or revoked at any time by the Province.

Powers Cumulative

15.21 The powers set out in the Contract Documents for the Province to enforce the Contractor's compliance with this Agreement may be exercised separately, concurrently or cumulatively.

Agreement Execution

15.22 This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of, each party and that executed copy being delivered to the other party by a method provided for in Section 15.06 or any other method agreed to by the parties.

Non-transferable

- 15.23 The Contractor must not assign any of its rights or obligations under this Agreement without the Province's prior written consent. Upon providing written notice to the Contractor, the Province may assign to any person any of the Province's rights under this Agreement and may assign to any "government corporation", as defined in the Financial Administration Act, any of the Province's obligations under this Agreement.

Representations and Warranties

- 15.24 As at the date this Agreement is executed and delivered by, or on behalf of, the Parties, the Contractor represents and warrants, except to the extent it has previously disclosed otherwise in writing to the Province,:
- (a) all information, statements, documents and reports furnished or submitted by it to the Province in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct; and
 - (b) if the Contractor is not an individual:
 - i) it has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on its behalf, and
 - ii) this Agreement has been legally and properly executed by the Contractor, or on its behalf, and is legally binding upon and enforceable against the Contractor in accordance with its terms.
- 15.25 The Parties hereto have duly executed this Agreement.

SIGNED AND DELIVERED on behalf of the Province by an authorized representative of the Province	SIGNED AND DELIVERED by or on behalf of the Contractor (or by an authorized signatory of the Contractor if a corporation)
(Authorized Ministry /Expense Authority) JOHN ILLES, RESOURCE MANAGER	(Contractor or Authorized Signatory) Printed Name
Dated this _____ day of _____, 20__	Dated this _____ day of _____, 20__



Operational Services Contract

OPERATIONAL SERVICES CONTRACT

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DRAFT



Schedule A – Services (Silviculture Surveys)

File: 10005-40/SU17DND011

Attachment to the Agreement with **Full legal name of Contractor, as specified on the original Contract** for **Silviculture Regeneration Performance/Reconnaissance Surveys** in the **Lakes and Morice Timber Supply Areas**.

ARTICLE 1 DEFINITIONS

1.01 In this Schedule, the following words shall have the following meanings:

- (a) **"Accredited Silvicultural Surveyor"** means a person who is registered with the Ministry of Forests, Lands and Natural Resource Operations, Forest Practices Branch as an Accredited Silvicultural Surveyor.
- (b) **"Crew"** means one person, or two or more persons working with each other in the same Opening.
- (c) **"Crop Tree Standards"** means, in the absence of Stocking Standards, regional or district guidelines which define acceptable crop tree characteristics.
- (d) **"Deliverables"** means all field data forms, summary forms, reports, plans, assessments, maps or other forms and digital files which the Contractor is required to complete under this Agreement.
- (e) **"Forest Stewardship Plan"** means a plan as set out in the *Forest and Range Practices Act*.
- (f) **"CENGEA"** means the CENGEA Forest Resources Information Management System utilized by the Province to manage forest-related information, including all revisions, updates, and upgrades to CENGEA.
- (g) **"Multi-Storey Stand"** means a stand being managed for single tree selection, where the crown closure of the trees in layer 1 and 2 is greater than or equal to 6% and where layers 3 and/or 4 are present.
- (h) **"Opening"** means a Work Area identified by an Opening number.
- (i) **"Project Map or Treatment Map"** means a map produced by the Contractor according to the specifications in this Agreement.
- (j) **"Prescription"** means, as the context requires, a silviculture prescription, pre-harvest silviculture prescription, stand management prescription, or backlog silviculture prescription, specifying Stocking Standards, signed and sealed by a Qualified Forest Professional and approved by a licensee and a district manager, or a site plan specifying approved Stocking Standards, signed and sealed by a Qualified Forest Professional.
- (k) **"Qualified Forest Professional"** means a person registered and in good standing with the Association of BC Forest Professionals (ABCFP), having the required scope of practice, education, knowledge, expertise, and experience to practice the specific aspects of professional forestry set out in this Agreement.
- (l) **"RESULTS (Reporting Silviculture Updates and Land status Tracking System)"** means the application that tracks silviculture information by managing the submission of Openings,

Disturbances, Silviculture activities and obligation declarations as set out in the Forest and Range Practices legislation.

- (m) “**Silviculture Survey Procedures Manual**” means the manual developed and produced by the Province as a reference for methodology, data collection, and compilation for silviculture surveys, as amended from time to time.
- (n) “**Silviculture Treatment Recommendation**” means a logical, biologically-sound, cost-effective recommendation, based on survey results and anticipated stand development, which specifies what if any, future Surveys and/or treatments are required for a Stratum, and which also specifies the year and season during which any such Survey and/or treatment should take place.
- (o) “**Stratification Criteria**” means the criteria set out in this Agreement, the *Silviculture Survey Procedures Manual*, and as specified by the Province.
- (p) “**Stocking Standards**” means the site-specific legal requirements that are stated in the approved Prescription, and any applicable standards to a silviculture Survey contained in an approved “Forest Development Plan” or “Forest Stewardship Plan”.
- (q) “**Stratum**” means a Survey area for which the boundaries are determined by the Stratification Criteria specified in the Agreement for the type of Survey referenced.
- (r) “**Survey**” means, as the context requires, a stocking, plantability, free-growing, reconnaissance or visual survey as those surveys are set out in the *Silviculture Survey Procedures Manual* and includes the collection and analysis of field data, and provision to the Province of all forms, maps, reports and Silviculture Treatment Recommendations required by this Agreement.
- (s) “**Standards Unit**” means one or more parts of the cutblock for which part or parts there is only one of each of the following: soil disturbance limits, regeneration date, Stocking Standard, free-growing date, free-growing height for each species that contribute to establishing a free-growing stand on the cutblock.

1.02 If any of the words in the Agreement are used in this Schedule, they have the same meaning in this document unless the context dictates otherwise.

ARTICLE 2 KEY PERSONNEL

2.01 The following are Key Personnel who will fill the following roles:

Role or Function	Name of Person / Phone # / eMail Address	Qualifications - Professional / Technical Designation and/or Experience
Project Supervisor	Insert required information	Successful management of a similarly sized and complex project*, Accredited Silviculture Surveyor*, minimum five (5) years completing silviculture surveys in the Province of British Columbia in the last six (6) years*
Crew Leader	Insert required information	Accredited Silviculture Surveyor*, minimum three (3) years completing silviculture surveys in the Province of British Columbia in the last four (4) years*
Qualified Forest Professional - sign & seal Survey reports	Insert required information	Qualified Forest Professional, at least three (3) years in the past four (4) years completing silviculture survey reports in the Province of British Columbia*
Qualified Forest Professional - sign & seal regeneration or	Insert required information	Qualified Forest Professional, at least three (3) years in the past four (4) years completing declarations in the Province of British Columbia*

free growing declarations		
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*** indicates minimum mandatory requirement**

- 2.02 The Contractor shall ensure that:
- (a) all personnel have familiarized themselves with those available silviculture treatment options that the Province considers feasible for the Work Area;
 - (b) each Crew engaged in the execution of the Work includes at least one Crew Leader;
 - (c) at least **twenty-five (25) percent** of the silviculture surveyors are Accredited Silviculture Surveyors;
 - (d) all Surveys are signed and sealed by a Qualified Forest Professional to confirm that the Work has been completed in accordance with the methodologies set out in the *Silviculture Survey Procedures Manual*, the standards set out in the Prescription, and conditions in this Agreement;
 - (e) All regeneration and/or free growing declarations are signed and sealed by a Qualified Forest Professional to confirm the Standard Unit(s) has achieved the prescribed requirements.
- 2.03 The Contractor will provide a sufficient number of persons with minimum mandatory professional or technical designation to fulfill the roles of Key Personnel to complete the obligations of this Agreement.
- 2.04 Addition, replacement, or exchange of Key Personnel listed above must be pre-approved by the Province. Notice of changes to Key Personnel must be provided to the Ministry Representative in writing, and, upon approval by the Province, shall form part of this Agreement.
- 2.05 In the event that Key Personnel require replacement, the Contractor will be provided with the opportunity to replace the individual(s) within a timeframe acceptable to the Province. This timeframe will be provided in writing.
- 2.06 The Ministry Representative(s) will be **Carolyn Stevens, Silviculture Specialist**.
- 2.07 The Contractor Representative will be **enter name and position**

ARTICLE 3 INFORMATION AND MATERIALS FURNISHED BY THE PROVINCE

- 3.01 The Province shall make available to the Contractor, as required and where available, the following resources, material, or property (the "Property") at no cost to the Contractor for the duration of the Agreement:
- Prescriptions and associated amendment documents and maps applicable to the Work Area;
 - RESULTS access to facilitate data entry and RESULTS Information Submission Specification (RISS);
 - Digital files containing Stocking Standards for all blocks and Standards Units applicable to the Work Area;
 - Forest cover maps and/or overview location map(s) showing block location(s);
- 3.02 The Province retains ownership of the Property and hereby grants to the Contractor non-exclusive, non-transferable access to use the Property for the sole purpose of completing the Works required under this Agreement. The Contractor shall be solely responsible for any loss or damage to the Property and any costs required to repair or replace the Property to the satisfaction of the Province, excepting always loss or damage attributable to reasonable wear and tear.
- 3.03 The Contractor shall, at its own expense, return the Property to the Province immediately following the completion or termination of this Agreement.

Access

- 3.04 The Province is not responsible for the quality or type of access to any Work Area within this Contract. The Province is not liable for any access costs incurred by the Contractor.

ARTICLE 4 WORK PROGRESS PLAN AND MEETINGS

Work Progress Plan

- 4.01 A Work Progress Plan shall be developed prior to the commencement of the Work, outlining the scope, timing, location and other requirements of the Work. The Work Progress Plan will provide for the orderly completion of the Work, and may be replaced and/or revised as planning evolves and conditions and priorities change.
- 4.02 Where the Ministry Representative requests the Contractor submit, as part of the Work Progress Plan, a map detailing the Contractor's proposed Survey design for any Opening, the Contractor shall have two (2) Work Days within which to comply with such requests, and the field work may not commence on the specified Opening until the Ministry Representative gives written approval of the design.

Scheduled Meetings

- 4.03 A schedule for meetings between the Contractor and the Ministry Representative will be set out in the Work Progress Plan. Meetings may include topics such as work progress, production rates, quality of work, accomplishment of milestones, Deliverables due, issues discovered during field work, schedule for remaining work, and any other discussion items related to the effective and satisfactory completion of the Work.
- 4.04 The Contractor shall, at its own expense, attend all scheduled meetings. Failure of the Contractor to attend a scheduled meeting will be considered non-compliance with the Agreement.
- 4.05 Documentation of each meeting, including but not limited to meeting date, time, location, attendees, content of meeting, and outcomes of discussions will be kept by the Province. A copy of the documentation will be provided to each Party.

ARTICLE 5 STANDARDS OF PERFORMANCE ALL SURVEYS

General

- 5.01 Satisfactory completion of the Works will be measured against the standards set forth in the attached schedules and the completion dates for Work set forth in the Work Progress Plan.
- 5.02 Unless otherwise specified, the Contractor shall conduct Surveys, develop Silviculture Treatment Recommendations, and complete reports in accordance with and to the standards set out in the following documents, as amended from time to time;
- the approved Prescription for the Opening;
 - *Silviculture Survey Procedures Manual* - located at http://www.for.gov.bc.ca/hfp/silviculture/Surveys/SilvicultureSurveyProceduresManual-April_1_2013.pdf
 - *Establishment to Free Growing Guidebook* - located at <http://www.for.gov.bc.ca/tasb/legsregs/fpc/FPCGUIDE/Guidetoc.htm>
 - FS 660 Silviculture Reference Card – located at <http://www.for.gov.bc.ca/hfp/silviculture/Surveys/FS660final2011.pdf>
 - RESULTS Information Submission Specification (RISS) – Edition 4a, may 2014 located at http://www.for.gov.bc.ca/HFP/publications/00220/RISS_gf_Edition_4a_2014_May.pdf
 - Site Index by *Ecological Classification Estimates/Approximations* located at <http://www2.gov.bc.ca/gov/content/environment/research-monitoring-reporting/research/sibec>
- 5.03 The Contractor represents and warrants that they are familiar with and understand the following documents, as amended from time to time. In relation to the Works required under this Agreement, relevant documents include, but are not limited to:
- *Forest and Range Practices Act* and corresponding Regulations;
 - *Forest Cover Stratification and Milestone Declaration V1.4*, August 14, 2007, located at http://www.for.gov.bc.ca/hfp/silviculture/Stratification%20and%20Milestone%20Regulation%20Examples_v1%204.pdf

- Forest Practices Code guidebooks - located at
<http://www.for.gov.bc.ca/tasb/legsregs/fpc/fpcguide/Guidetoc.htm>

- 5.04 Where the Contractor determines a Prescription is not suitable for an Opening, the Contractor shall provide recommendations for changes with rationale and map(s) where applicable to the Ministry Representative.
- 5.05 Contract schedules attached to the Operational and General Services contract may reference further documents not outlined above that are relevant to the performance of the Work under this Agreement.

Identification of Strata

- 5.06 Unless otherwise specified in this Schedule, the Contractor will stratify the Work Area(s) as set out in the Preliminary Stratification and Field Stratification sections of the *Silviculture Survey Procedures Manual*.
- 5.07 Minimum Stratum size will be as set out in the approved FSP. Where no minimum Stratum size is specified within an approved FSP, the minimum Stratum size will be as set out in the *Forest Cover Stratification and Milestone Declaration V1.4*.

Required Documentation

- 5.08 Where the Province provides the Contractor with sample templates for Work submissions, the sample will be the minimum acceptable standard for the Deliverables produced by the Contractor.
- 5.09 Where the Contractor collects, summarizes, or represents Survey data or results using computerized means, the display, content and format of the information shall be in a form acceptable to the Province and its respective procedural requirements, and shall only be acceptable to the Province if the Ministry Representative has given prior written approval.

Marking Lines and Plots

- 5.10 To assist the Ministry Representative in locating the plot centres, the Contractor shall:
- (a) mark the Point of Commencement (P.O.C.) with flagging tape on which the Contractor shall write, in waterproof ink:
 - the P.O.C. number (as appropriate);
 - the date of Survey;
 - the licence, cutting permit, and block numbers, or Opening number;
 - the type of Survey conducted; and
 - the direction and distance to the first plot.
 - (b) mark the baseline (if established) and all strip lines with flagging tape on which the Contractor shall write the baseline and stripline number (as appropriate) in waterproof ink. Where handheld global positioning system (GPS) units are used to determine Universal Transverse Mercator (UTM) coordinates of plot centre locations, marking of baseline(s) and strip line(s) is not required.
 - (c) if plots are established, mark the plot centres by affixing flagging tape to the ground and at a height of approximately 1.3 meters above each plot centre, on which the Contractor shall write in waterproof ink:
 - the plot number and strip line (if applicable);
 - the surveyor's initials; and
 - the bearing and distance to next plot.

Damage and Condition (Forest Health) Assessment

- 5.11 For each Stratum, the Contractor shall examine the general health status within the Stratum, and record:
- (a) the type of pest, disease, or damage present;
 - (b) the type of pest, disease, or damage; the severity of damage and the percent of total trees; percentage of total conifers and percent of the host trees affected including the percentage of the area of the Stratum affected;
 - (c) the type of pest, disease, or damage present by means of the "Standard Pest Identification Codes" specified on the "Damage Agent and Condition Code" reference form (FS 747);
 - (d) the pest, disease, or damage information in the appropriate column of the field data forms; and
 - (e) a summary of the pest, disease, and damage information in the Silviculture Treatment Recommendations and summary section of the FS659.

Brush Hazard Assessment

- 5.12 Where required, the Contractor shall examine each Stratum for any brush hazard which may be present and record the general status of the brush hazard within the Stratum, including:
- (a) the estimated percentage of brush cover;
 - (b) average brush height in centimetres;
 - (c) current brush severity using the following codes:
 - HIGH** – brush currently is, and will continue to:
 - significantly impact crop tree vigour, as evidenced by crop tree mortality, poor crop tree growth, and/or unacceptable crop tree form; or
 - prevent the Stratum from achieving the free-growing Stocking Standards and requirements.
 - MED** – brush is moderately impacting, or will increasingly affect:
 - crop tree vigour, as evidenced by decreasing crop tree growth, or decreasing crop tree to brush height ratio; or,
 - the Stratum's ability to achieve the free-growing Stocking Standards and requirements in the future;
 - LOW** – brush is having little impact on crop tree vigour, is not likely to cause future impacts and is unlikely to prevent the Stratum from achieving free-growing Stocking Standards and requirements.
 - NIL** no brush hazard present.
 - (d) current brush distribution:
 - CONTINUOUS** - brush covers large portions of the Stratum
 - PATCHY** – brush covers small patches within the Stratum
 - SCATTERED** – brush is randomly distributed in small clumps or individual plants
 - (e) the estimated incremental growth of competing vegetation, based on site productivity.

Photography

- 5.13 Unless otherwise specified in writing by the Ministry Representative, the Contractor shall provide to the Province at least one (1) colour digital photograph showing representative portions and overview of each Stratum of each Opening.
- 5.14 Notwithstanding other remedies available to it, where the Contractor fails to produce suitable photograph(s), the Province reserves the right to charge an assessment against payment equal to the estimated cost of obtaining such photograph(s).

Forest Cover Inventory Label and Silviculture Label

- 5.15 The Contractor shall, complete and submit a forest cover inventory label" and "silviculture label for each Stratum resulting from the Survey, as specified in the *Silviculture Survey Procedures Manual* and the *RESULTS Information Submission Specifications – Form and Manner of Reporting - Licensee Submissions (Edition 3a)* located at http://www.for.gov.bc.ca/his/results/RISS_Is_3a_ed_Oct1.pdf, via the approved information management system as directed by the Ministry Representative.

Project and Treatment Maps

- 5.16 The Contractor shall:
- (a) prepare a Project Map to the following specifications for each Opening surveyed;
 - (b) prepare a Treatment Map to the following specifications for each Opening surveyed where future treatments are recommended based on the Survey results;
 - (c) unless otherwise specified in this Schedule draft the Project and Treatment Maps at a scale of 1:10,000 on legal-sized paper;
 - (d) ensure Project and Treatment Maps detail the following:
 - (i) date of Survey;
 - (ii) Opening number;
 - (iii) licence, cutting permit, and block numbers;
 - (iv) scale;

- (v) legend identifying line types and symbols used on the map;
 - (vi) Opening boundary;
 - (vii) roads and landings;
 - (viii) creeks and streams;
 - (ix) identification of each Stratum;
 - (x) identification of each Standards Unit ;
 - (xi) aerial photograph tie points (if applicable);
 - (xii) access notes;
 - (xiii) forest cover inventory label and silviculture label (including well-spaced and free growing trees per hectare) for each Stratum;
 - (xiv) North arrow; and
 - (xv) draught person's name and date of draughting.
- (e) ensure all Project and Treatment Maps submitted to the Province are originals, not photocopies;
- (f) ensure that, in addition to the requirements as outlined in 5.16 (d) of this Schedule, Project Maps also detail the following:
- (i) point of commencement (P.O.C);
 - (ii) Survey lines with numbers and direction travelled;
 - (iii) identification of each ecosystem site series;
 - (iv) Opening and Stratum areas;
 - (v) photograph ground point location and direction of image; and
 - (vi) type of Survey;

Allowable Errors in Measurement

5.17 The Contractor shall record Survey information accurately within the following allowable errors:

<u>Item</u>	<u>Allowable Error</u>
(a) P.O.C.	± 10 metres
(b) All bearings	± 2 degrees
(c) All plot centres and tie points	± 2% of horizontal distance (HD)
(d) Plot radius	± 1% of HD
(e) Closed traverse	± 1% error of closure
(f) Estimated tree heights:	
• under 2 metres	± 10 centimetres
• 2 metres to 10 metres	± 10 %
• greater than 10 metres	± 20%
(g) Measured tree heights	± 5%
(h) Estimated tree diameters	± 20% (rounded to the nearest whole cm)
(i) Estimated stand age	± 20%
(j) Site index	± 3 metres (for Growth Intercept Method)
(k) Stratum area in hectares	± 10%
(l) Number of well-spaced trees, free growing trees	± 10%
(m) Number of plantable spots, preparable spots	± 10%
(n) Number of total trees, total conifers, or countable conifers	± 20%
(o) Forest health factors	± 10% absolute difference of incidence (e.g. 2% vs 12% of incidence)

ARTICLE 6 STANDARDS OF PERFORMANCE FOR SAMPLE PLOT SURVEYS - STOCKING, FREE GROWING AND PLANTABILITY SURVEYS

- 6.01 The following additional standards of performance shall apply where the Work requires the Contractor to conduct a sample plot Survey for stocking, free growing, or plantability.

Objectives

- 6.02 The objective of plot Surveys are:
- (a) to determine the stocking and/or free growing levels existing within each Opening;
 - (b) to determine the number of plantable spots that exist within each Opening;
 - (c) to quantify stocking, free growing, and/or plantability levels for each Stratum within the Opening to accepted statistical requirements;
 - (d) to identify limiting factors that may prevent maintenance of appropriate stocking levels or achievement of required free-growing stocking levels;
 - (e) to delineate areas where further treatments may be necessary; and
 - (f) to recommend treatments necessary to maintain or achieve appropriate stocking and/or free growing levels.

Sampling Specifications

- 6.03 The Contractor shall establish circular sample plots which have a radius of 3.99 metres (0.005 hectares), unless otherwise specified in writing by the Ministry Representative.
- 6.04 Standard offset of pre-established plot location for sample plots landing entirely on roads, landings, or naturally non-productive sites shall be moved at ten (10) meter increments until a productive plot is encountered.
- 6.05 The Contractor shall use either grid or vector sampling methods as set out in the *Silviculture Survey Procedures Manual* to establish sample plots throughout the Work Area.
- 6.06 For Surveys with even-aged Stocking Standards, the Contractor shall establish the greater of one (1) plot per hectare or five (5) plots in each Stratum.
- 6.07 For Surveys with uneven-aged or multi-storey Stocking Standards, Recon. plantation performance or plantability Surveys, the Contractor shall establish the greater of one (1) plot per hectare or five (5) plots in each Stratum.

Field Data Forms

- 6.08 The Contractor shall record Survey information on the appropriate "Silviculture Survey" and "Silviculture Survey Plot" forms (FS657 and FS658). Where Survey data or results are summarized or represented using computerized or other electronic means, the display, content, and format of the information must substantially duplicate the corresponding Ministry forms (specifically the FS657, FS658, and FS659) and its respective procedural requirements, once approved by the Ministry Representative.

Crop Tree Acceptability Criteria

- 6.09 All coniferous and deciduous trees will be tallied in the total tree count. If initial tally exceeds 35 per 3.99 meter plot radius plot, this count can be an estimate. Total conifer count will be tallied for all conifers including germinants.
- 6.10 Trees of preferred and acceptable species are eligible for selection as well-spaced crop trees if they are greater than **ten (10)** centimeters in height.
- 6.11 Where the Stocking Standards do not indicate a minimum inter-tree distance, the Contractor will use a minimum inter-tree distance of two (2) meters.

Brush Hazard Assessment

- 6.12 Where required, the Contractor shall examine each Stratum for any brush hazard which may be present and record the status of brush species within the Stratum:
- (a) for plots in each Stratum with a **HIGH** brush severity code, record on the field cards, the species, percent cover, and height of competing vegetation at each plot within that Stratum;

- (b) for plots in each Stratum with a **MED**, **LOW**, or **NIL** brush severity code, record on the field cards, at the first and every fourth sample plot thereafter, the species, percent cover, and height of competing vegetation;
- (c) a summary of the brush hazard assessment information in the Survey Summary section of the appropriate form.

Site Index Methodology

- 6.13 Site Index must be collected using the decision key '*Selecting a Method to Estimate Site Index*', set out in the FS660 Silviculture Survey Reference card, unless otherwise specified by the Ministry Representative. The Growth Intercept method must be used wherever it is suitable.

Plantability Data

- 6.14 Unless otherwise specified in writing by the Ministry Representative, the Contractor shall record the number of plantable spots and preparable spots as described in the *Silviculture Survey Procedures Manual*.

Survey Summary Forms and Silviculture Treatment Recommendations

- 6.15 The Contractor shall complete a "Silviculture Survey Summary" form (FS659), or computerized summary acceptable to the Ministry Representative, for each Stratum that summarizes all information recorded on the field survey forms and to specify Silviculture Treatment Recommendations for the Stratum.

Project Maps

- 6.16 In addition to the requirements outlined in 5.16 of this Schedule, the Contractor shall detail the plot centers on all Project Maps numbered at least every fifth plot and coded as follows:

<u>WELL SPACED TREES</u>	<u>CODE</u>	<u>COLOR</u>
Below MSS (NSR)	O (Circle)	Red
At or above MSS (SR)	Δ (Triangle)	Green
FG Plot	□ (Square)	Blue

Deliverables

- 6.17 By the deadlines identified in the Work Progress Plan, the Contractor shall deliver to the Province all Deliverables set out in the Agreement.
- 6.18 The Contractor shall prepare, in accordance with the requirements set out in the Agreement, and provide to the Province for each Opening the following:

Stocking, Free Growing, and Plantability Survey List of Deliverables	# of Originals	Digital Deliverable Format
1. All original field data and summary forms	1	Not applicable
2. Project Map	1	.pdf
3. Treatment Map where future treatments are recommended	1	.pdf
4. Survey Report, signed and sealed by Qualified Forest Professional	1	.pdf
5. Colour photograph for each Stratum	1	.jpg (may be incorporated into report)
6. Recommendations for amendment to Prescriptions, as applicable, with rationale and map(s)	1	.pdf
7. Digital Survey attribute data uploaded into RESULTS	N/A	N/A
8. Digital spatial information for strata and treatment areas uploaded into RESULTS	N/A	N/A
9. Where a Standards Unit has reached regeneration or free growing standards, a declaration letter signed by a	1	.pdf

ARTICLE 7 INSPECTION AND ACCEPTANCE

In addition to Article 11 and Article 13 of the Operational Services Contract, the following is applicable.

Contractor Request for Inspection and Acceptance

- 7.01 The Contractor shall provide to the Province, at the time the Contractor submits the request to the Province to inspect and accept the Work within a completed Payment Area, copies of the completed Deliverables as specified in this Agreement.

Method of Inspection

- 7.02 If the Deliverables are satisfactory, the Province shall conduct a reconnaissance of the Payment Area to carry out a preliminary assessment of the quality of the Work.
- 7.03 If, after any reconnaissance, the Province decides, in its discretion, to conduct field inspections of the corresponding Payment Area, it shall inspect 10% or more of the Payment Area to determine compliance with the terms and conditions of this Agreement.
- 7.04 The Province will provide the Contractor with a copy of the inspection of the Deliverables and the preliminary assessment, and/or field inspection within 7 working days of the date of the inspection so that the Contractor is notified in a timely manner as to:
- (a) whether to proceed to the next activity or phase of Work; and/or
 - (b) any deficiencies or non-compliance with the Agreement.

Field Inspection

- 7.05 The Province shall conduct field inspections for all Surveys by checking, at its discretion, the results of all plots and lines established by the Contractor on a portion of the Payment Area or by establishing an independent survey of some of the Strata within the Payment Area.
- 7.06 Where the Province checks the results of actual plots established by the Contractor in an Opening, it shall inspect the greater of ten (10) plots established or 10% of plots established, and the Province shall assess and compare the data it obtains with that collected by the Contractor for the same plots and, at a minimum, the following Survey results:
- (a) well-spaced trees by species;
 - (b) free-growing trees;
 - (c) plantable spots, preparable spots;
 - (d) total trees;
 - (e) brush hazard; and
 - (f) forest health factors.

In addition, the Province may assess other Survey information for allowable error tolerances listed in Clause 5.17 of this Schedule.

- 7.07 Where the Province conducts an independent survey, it shall survey 10% or more of the strata within the Payment Area, and for each Stratum sampled by this survey, the Province shall compare (at the 95% confidence level) the Contractor's and the Province's estimates of the number of well-spaced trees and free-growing trees.

Provision of Field Maps

- 7.08 The Province may request that the Contractor provide it with copies of Survey cards and field maps for any Stratum surveyed, and the Contractor shall supply the copies within a reasonable time period as agreed to by the Ministry Representative.
- 7.09 For the purpose of this request, a field map shall include, Standards Unit boundaries, stratification lines, point of commencement, Survey lines and if applicable, plot location.

ARTICLE 8 TABLE OF ASSESSMENTS

- 8.01 As per the Operational Services Contract, where, in the opinion of the Province, the Contractor has failed to perform or comply with any of its obligations under this Agreement, but is subsequently completed, the Province may, in its sole discretion, impose an assessment as agreed liquidated damages as follows:

Obligation and Issue	Assessment Rate
Failure to complete on or before the completion date specified in the Work Progress Plan for the Work.	\$200 per day
Failure to complete on or before the completion date specified in the Work Progress Plan for the Deliverables.	\$200 per day
Failure to complete on or before the completion date specified a Notice to the Contractor for any re-work.	\$500 per day
Failure to replace Key Personnel within required timeframe.	\$200 per day
Failure to attend a scheduled meeting.	\$100 per meeting
Failure of a submitted Survey import file to upload.	\$200 per file

ARTICLE 9 PAYMENT

Basic Payment

- 9.01 Payment for each Payment Area shall be based on the rates set out in Schedule 'B'.

Payment Reductions

- 9.02 The Province may deduct from any payment the amount of any charges it assesses against the Contractor pursuant to Article 10.00 of this Schedule.

Approval of Payment

- 9.03 The Province shall approve payment for any Payment Area where the Contractor has, in the sole opinion of the Province, satisfactorily completed and submitted all Deliverables and Silviculture Treatment Recommendations required for the Payment Area. The Province may approve partial payment for achievement of specified milestones as set out in the Work Progress Plan.

ARTICLE 10 NON-COMPLIANCE AND TERMINATION

Unsatisfactory Work Quality

- 10.01 For the purpose of Clause 12.02 of this Schedule, unsatisfactory work quality means instances where:
- the Contractor makes errors in measurement that exceed the allowable errors specified in this Schedule;
 - the Contractor fails to stratify an Opening according to the Stratification Criteria;
 - the Contractor incorrectly identifies the biogeoclimatic zone, sub-zone, site series (ecosystem association) for a Stratum;
 - the Contractor incorrectly identifies preferred or acceptable tree species as permitted under the Stocking Standards for the Stratum;
 - the Contractor incorrectly identifies the order of the leading species and secondary species in the inventory label for a Stratum;
 - the Contractor incorrectly identifies the stocking status for a Stratum [e.g., a satisfactorily restocked (SR) Stratum identified as not satisfactorily restocked (NSR)];
 - the Province conducts an independent survey within a Stratum and determines that (at the 95% confidence level) the Contractor's and the Province's estimates of the number of well-spaced or free-growing trees are drawn from different populations;

- (j) the Contractor fails to report a brush hazard that will, in the opinion of the Province, prevent the stand from attaining a free growing condition within the time specified in the standards;
- (k) the Contractor fails to report any pest, pest damage, disease, disease damage or other physical damage which is present in the Opening; or,
- (l) the Contractor submits Deliverables that are illegible, incomplete, contains errors or omissions, or that are false.

10.02 In addition to the remedies specified in the Operational Services Contract, if the Contractor's Work quality is unsatisfactory:

- (a) the Province shall promptly notify the Contractor, and
- (b) the notice shall:
 - (i) specify the fault, give the Contractor a deadline for compliance, and specify if the Province wishes to exercise its option to require the Contractor to rework the unsatisfactory Payment Area; or,
 - (ii) specify the fault, indicate that the Province will exercise its option to correct the unsatisfactory work, and deduct from payment all direct and indirect costs incurred by the Province for correcting the unsatisfactory work.

10.03 If the Contractor fails to comply by the specified deadline for compliance, or if any inspection of further Work indicates that Work is again unsatisfactory, the Province may terminate this Agreement forthwith.

ARTICLE 11 OTHER CONDITIONS

Not Applicable

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Schedule B – Payment (Silviculture Surveys)

File: 10005/40/SU17DND011

Attachment to the Agreement with **Full legal name of Contractor, as specified on the original Contract** for **Silviculture Regeneration Performance/Reconnaissance Surveys** in the **Lakes and Morice Timber Supply Areas**.

(also see attached map(s))

ARTICLE 1: CONTRACT PRICE

Work Unit Specifications and Prices

1.01	Work Unit	Opening Number	Estimate d Area (ha)	Type of Survey Required (Survey type code, if used, correspond to those specified below, in 1.02 of this Schedule)	Estimated Number of Plots	Minimum Plots Per Stratum	Unit Bid Price for Opening \$/HA	Total Estimated Price Per Opening		
	A	93F083-006	34	RECON	34	5		\$0.00		
	B	93F084-003	77.8	RECON	78	5		\$0.00		
	C	93F091-051	16.3	RECON	16	5		\$0.00		
	D	93F092-005	24.6	RECON	25	5		\$0.00		
	E	93F092-008	39.5	RECON	39	5		\$0.00		
	F	93F092-012	117.8	RECON	118	5		\$0.00		
	G	93F092-030	61.1	RECON	61	5		\$0.00		
	H	93F092-035	23.6	RECON	24	5		\$0.00		
	I	93F092-041	105.2	RECON	105	5		\$0.00		
	J	93F092-063	194.4	RECON	194	5		\$0.00		
	K	93F093-010	79.9	RECON	80	5		\$0.00		
	L	93F093-020	18.3	RECON	18	5		\$0.00		
	M	93F093-023	69.3	RECON	69	5		\$0.00		
	N	93K081-825*	2.6	REGN	5	5		\$0.00		
	O	93L007-092	1.4	REGN	5	5		\$0.00		
	P	93L047-034	4.0	REGN	5	5		\$0.00		
	Q	93L047-035	0.5	REGN	5	5		\$0.00		
	R	93L047-037	4.8	REGN	5	5		\$0.00		
	S	93L048-091	4.8	REGN	5	5		\$0.00		
	T	93L090-075	1.1	REGN	5	5		\$0.00		
	U	93L090-092	1.6	REGN				\$0.00		
								\$0.00		
								\$0.00		
								\$0.00		
								\$0.00		
								\$0.00		
	Estimated total ha.			882.6	Estimated Total Plots		896	Estimated Total Price		\$0.00

*Helicopter access to 93K081-825 supplied by Ministry of Forests, Lands and Natural Resource Operations (to be arranged with ministry contact).

Survey Type Codes

1.02	Survey Type	Survey Type Code
	Plantability	PLANT
	Stocking	REGN
	Multi-Storey	MULTI
	Free Growing	FREE
	Pre-Stand Tending	SPAC



Natural Resource Sector

SCHEDULE "C" - Other Conditions use with Operational Services Contract

CONTRACT ADMIN. NO:

SU17DND011

ATTACHMENT TO CONTRACT DATED THE 20TH
DAY OF **SEPTEMBER, 2016.**

File: 10005-40/SU17DND011

Attachment to the Agreement with **Full legal name of Contractor, as specified on the original Contract** for **Silviculture Regeneration Performance/Reconnaissance Surveys** in the **Lakes and Morice Timber Supply Areas.**

1.0 ACCESS

- 1.01 The Province is not responsible for the quality or type of access to any Work Area within this Contract. Where helicopter access is known or suspected to be required, this information will be provided on the Schedule B. The Province is not liable to any access costs incurred by the Contractor. Consider that any block on the Work Schedule (the Worksheet) may be accessible only by ATV.

2.0 LAYOUT/TRVERSE/GPS

- 2.01 All areas surveyed as NSR and recommended for further treatment shall have layout completed and be GPS traversed.
- a) The Point of Commencement (P.O.C.) will be tied to the block boundary at a physical tie point, and marked with a suitably scribed metal tag.
 - b) Colour ribbon (winter/pint) shall be used and established every five (5) meters along the boundary of the treatment area.
 - c) A plotted map shall be submitted for each traversed treatment unit.
 - d) A physical tie point must be a photo identifiable tie point. (creek, road junction, etc.)
 - e) All traversing will be GPS traversed according to the *British Columbia Standards, Specifications and Guidelines for Resource Surveys Using Global Positional System (GPS) Technology* (document may be downloaded from http://ilmbwww.gov.bc.ca/bmgs/gsr/specifications/resource_gps/bc%20specifications%20-%20gps%20resource%20mapping%20release%203.0pdf)
 - f) For each traversed treatment unit, a digital submission of the block boundary and treatment unit in accordance with Schedule A Article 6.15 (1 pdf and .shp file).

3.00 DAMAGE CRITERIA

- 3.01 For **Age Class 1**, use: https://www.for.gov.bc.ca/hfp/silviculture/Silviculture_Surveys.html

PLEASE READ the preceding introduction before using the following table and figures.

[illegible]

LOCATION OF DAMAGE	TYPE OF DAMAGE	TREE BEING ASSESSED IS UNACCEPTABLE IF:	HOST SPECIES	LIKELY DAMAGE AGENTS & DAMAGE AGENT CODES	COMMENTS
STEM	Bark mining	<ul style="list-style-type: none"> Any of the following signs are visible: pitch tubes, boring dust, exit holes on bark surface, galleries under the bark 	Pl, Sx, Fd	Douglas-fir beetle IBD, mountain pine beetle IBM, spruce bark beetle IBS, Ips pini IBI, <i>Pityogenes</i> & <i>Pityophthorus</i> IBP	<p>Note: pitch tubes can be associated with trees that have successfully repelled bark beetles, bark must be removed above pitch tube to confirm successful attack (successful galleries will be filled with frass and not pitch, contain adult beetles and/or larval galleries).</p> <p>Stressed trees are susceptible to secondary bark and twig beetles.</p>
BRANCH	Infection (cankers)	<ul style="list-style-type: none"> an infection occurs on a live branch less than 20 cm from the stem. 	Pw, Pl, Py	white pine blister rust DSB, comandra blister rust DSC, stalactiform blister rust	
BRANCH	Gouting	<ul style="list-style-type: none"> any adelgid gouting occurs on a branch. 	Ba, Bg, Bl	balsam woolly adelgid IAB.	<p>Gouting is defined as excessive swelling of a branch or shoot caused by balsam woolly adelgid, and is often accompanied by misshapen needles and buds. It is most common on branch tips and at nodes near the ends of branches.</p> <p>Consult a recent distribution map to identify the</p>
FOLIAGE	Dothistroma	<ul style="list-style-type: none"> > 50% of tree foliage has been removed by Dothistroma in ICH, CWH, and SBS biogeoclimatic zones. 	All P	Dothistroma needle blight, DFS	See Figure 3
FOLIAGE	Douglas-fir tussock moth and hemlock looper	<ul style="list-style-type: none"> >60% of tree foliage has been removed due to hemlock looper or Douglas-fir tussock moth. 	Fd, Hw	Douglas-fir tussock moth (IDT), hemlock looper (IDL)	
FOLIAGE	Other defoliating insects and disease	<ul style="list-style-type: none"> >80% of tree foliage has been removed due to foliage disease. 	All other conifers Note: Lw	foliage diseases DF, defoliating insects ID	<p>Note: Lw is a deciduous tree so defoliation has less impact, Repeated defoliation attacks will result in dead branches, apply the >80% rule to obviously dead branches, not just defoliated branches as with other conifer species</p>
FOLIAGE	Elytroderma needle cast systemic infection	<ul style="list-style-type: none"> The top 2/3's of the tree is affected and the growth is clearly stunted. 	Pl, Py	Elytroderma needle cast DFE	<p>Note: To confirm infection the surveyor must observe signs of the pathogen as small dark streaks on dead foliage</p>
STEM OR BRANCH	Dwarf mistletoe infection	<ul style="list-style-type: none"> Any layer 1 and 2 tree with a Hawksworth rating >3 (Figure 4). any infection occurs on the stem or a live branch of layer 3 trees. a susceptible tree is located within 10 m of an overtopping tree, which is infected with dwarf mistletoe. 	Hw, Pl, Lw, Fd	Douglas-fir dwarf mistletoe DMF, hemlock dwarf mistletoe DMH, larch dwarf mistletoe DML, lodgepole pine dwarf mistletoe DMP,	<p>Note: To confirm infection, the surveyor must observe mistletoe aerial shoots or basal cups on regeneration or on live or dead fallen brooms.</p> <p>Overtopping tree is a tree that is in an overtopping layer.</p>

LOCATION OF DAMAGE	TYPE OF DAMAGE	TREE BEING ASSESSED IS UNACCEPTABLE IF:	HOST SPECIES	LIKELY DAMAGE AGENTS & DAMAGE AGENT CODES	COMMENTS
ROOTS	Root disease	<ul style="list-style-type: none"> sign(s) or a definitive combination of symptoms of root disease are observed. infected tree found in plot. See comments for well-spaced tree net down calculation. The multiplier for all root disease infected trees is 1. 	<p>All</p> <p>All</p> <p>Fd, Bg, Hw, Sx, Se, Lw</p> <p>Fd, Pl, Pw, Sx</p> <p>Se, Sx, Fd, Pl</p> <p>Ba, Hw, Ss, Fd</p>	<p>armillaria root disease DRA, blackstain root disease DRB laminated root rot DRL, annosus root disease DRN tomentosus root rot DRT,</p> <p>armillaria root disease DRA,</p> <p>laminated root rot DRL.</p> <p>black stain root disease DRB.</p> <p>tomentosus root rot DRT.</p> <p>annosus root rot DRN</p>	<p>Signs are direct evidence of the pathogenic fungus including fruiting bodies, distinctive mycelium or rhizomorphs. Symptoms include foliar chlorosis or thinning, pronounced resin flow near the root collar, reduced recent leader growth, a distress cone crop, and wood decay or stain. An individual symptom is not sufficient to identify a root disease.</p> <p>Note: All conifer species are considered susceptible. All broadleaf species are considered not susceptible for survey purposes only.</p> <p>Note: Cw, Pl, Pw, Py, and all broadleaf species are considered not susceptible for survey purposes only.</p> <p>Note: All other conifers and broadleaf species are considered not susceptible for survey purposes only</p> <p>Note: Bg, Bl, Cw, Cy, Pw, Py, and all broadleaf species are considered not susceptible for survey purposes only.</p> <p>Note: Cw, Cy, Pw, Pl, Py, and all broadleaf species are considered not susceptible for survey purposes only.</p> <p>Example: How to apply net down for all root diseases. If root disease-infected trees are found in the plot:</p> <ol style="list-style-type: none"> In the first sweep, determine the total number of healthy, well-spaced trees using the prescribed minimum inter-tree distance (MITD) (e.g., 12 trees); In a second independent sweep, determine the number of well-spaced infected trees using MITD (e.g., 1 infected tree); From the number of susceptible healthy well-spaced trees found in step 1, subtract the number of well spaced infected trees. The result (e.g., 11 trees) is the adjusted number of healthy, well-spaced trees tallied for the plot.

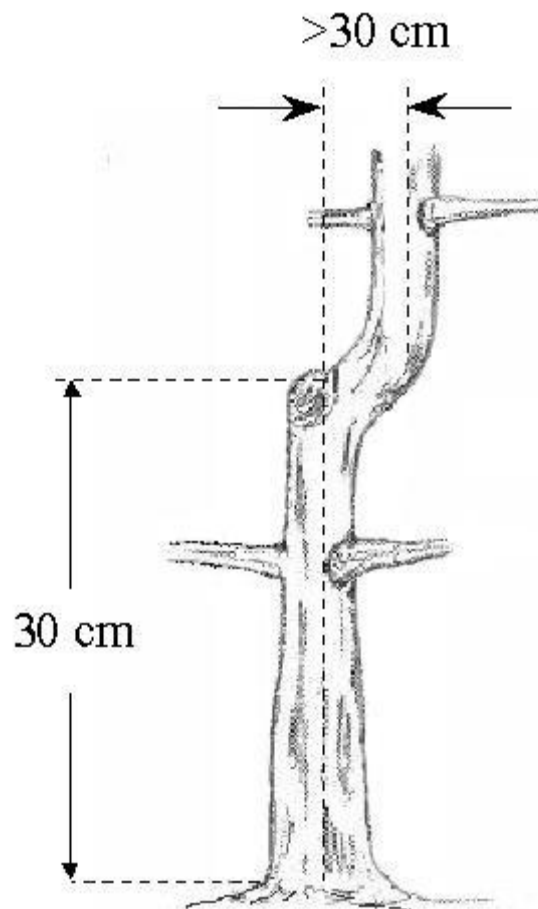


Figure 1. Determining horizontal displacement when assessing stem deformation. This is only done when the tree has five seasons' growth after damage occurs.

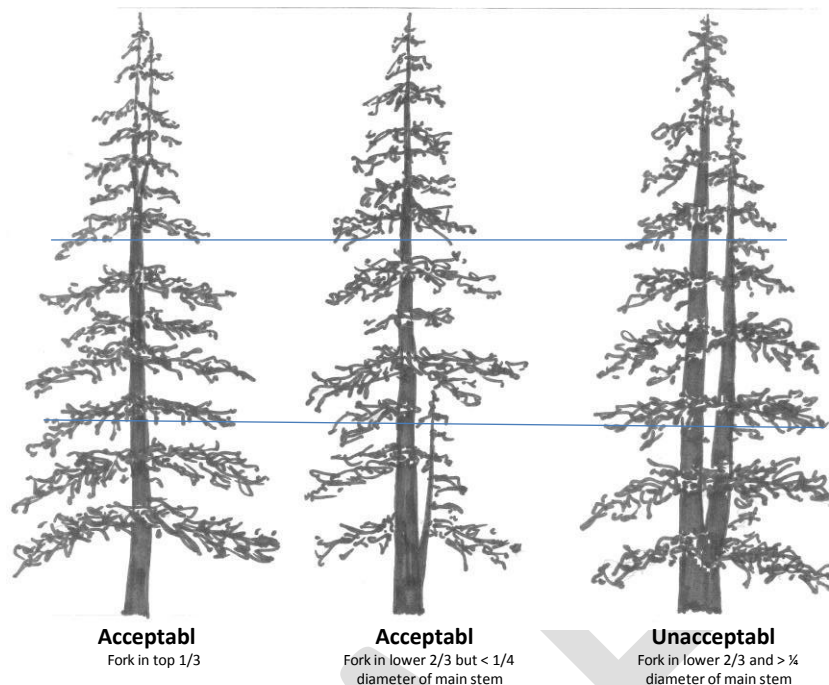


Figure 2. Acceptable and unacceptable forking in age class 2 & 3 conifers.

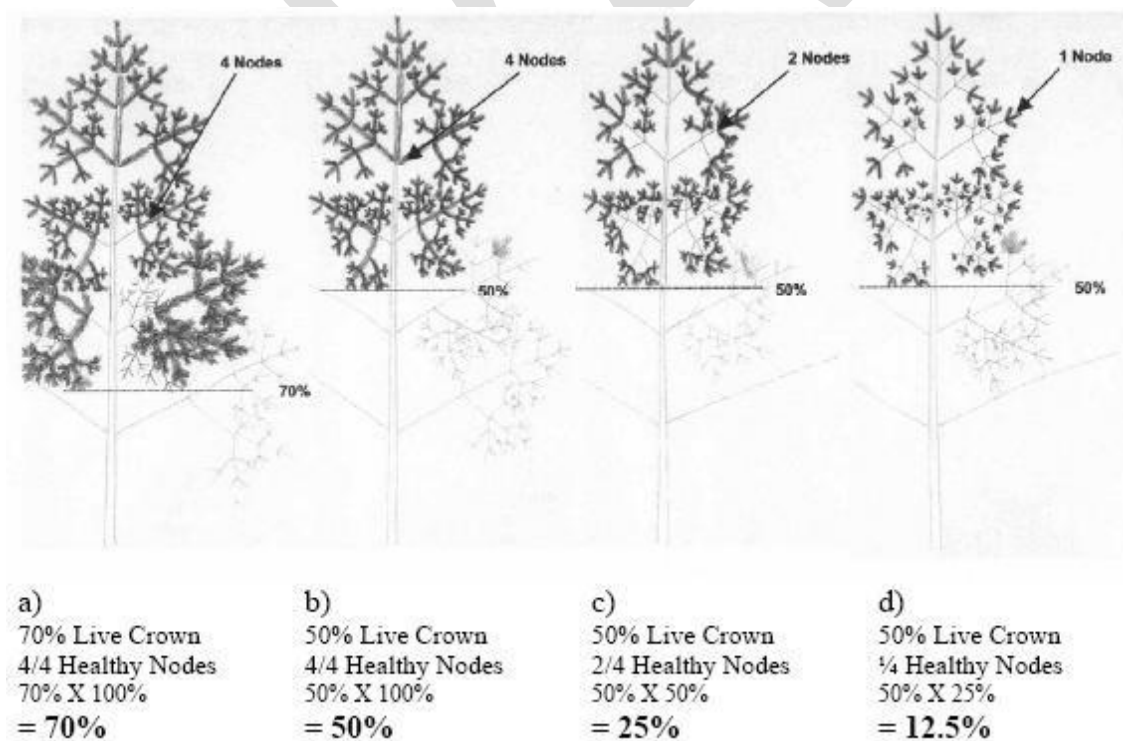


Figure 3. Calculating defoliation for Dothistroma-afflicted conifers.

Instructions	Example
Step 1 Divide live crown into thirds.	If this third has no visible infections, its rating is (0).
Step 2 Rate each third separately. Each third should be given a rating of 0, 1, or 2 as described below: <ul style="list-style-type: none"> (0) no visible infections (1) light infection (1/2 or less of total number of branches in the third infected) (2) heavy infection (more than 1/2 total number of branches in the third infected). 	If this third is lightly infected, its rating is (1). If this third is heavily infected, its rating is (2).
Step 3 Add ratings of thirds to obtain rating for total tree.	The tree in this example gets a rating of: $0 + 1 + 2 = 3$.



Figure 4. The Hawksworth six-class dwarf mistletoe rating system.

Definitions

- (a) **basal resinosis (pitching):** copious exudation of pitch at the base of the stem at or below the root collar. This symptom often is associated with armillaria root disease or attack by Warren's root collar weevil.
- (b) **decay:** the disintegration of plant tissue. The process by which sound wood is decomposed by the action of wood-destroying fungi and other microorganisms.
- (c) **fork:** two or more leaders have originated from the loss of a leader or apical shoot. At free-growing age, a fork is considered persistent if it has not differentiated in height between competing leaders by more than 5 cm after five years of growth since the leader damage occurred. Forks may provide entry points for decay fungi, are points of weakness during felling, and may create waste in the highest value first log.
- (d) **gall:** nodule or lump of malformed bark or woody material caused by a variety of damaging agents, such as western gall rust and some insects.
- (e) **gouting:** excessive swelling of a branch or shoot, often accompanied by misshapen needles and buds. Most common at nodes on branches and frequently caused by balsam woolly adelgid on true firs (*Abies* spp).

Height to diameter ratio: height in meters divided by dbh in meters.

- (f) **infection:** characterized by a lesion or canker on stem or branches or by swelling around the entrance point of a pathogen.
- (g) **injury:** damage to a tree by a biological, physical or chemical agent.

- (h) **scar:** a wound completely healed-over by callus tissue
- (i) **wound:** an injury where cambium is dead (e.g., sunscald) or completely removed. Wounds often serve as entry points for decay fungi



Natural Resource Sector

Schedule D – Insurance

File: **10005-40/SU17DND011**

Attachment to the Agreement with **for Silviculture**
Regeneration Performance/Reconnaissance Surveys in the Lakes and Morice Timber Supply Areas.

1. Without restricting the generality of the indemnification provisions contained in the Agreement, the Contractor shall, at its own expense, provide and maintain, during the term of this Agreement, the following insurance coverage as fully specified in Paragraph 12 and any additional insurance which it is required by law to carry or which it considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in its sole discretion.
2. All such insurance described herein must be primary and not require the sharing of any loss by any insurer of the Province.
3. Where a warranty period is required by the Province under this Agreement, the Contractor shall ensure that Products and Completed Operations coverage, as applicable, shall be in force for the duration of the warranty period.
4. Insurance shall be placed with Insurers licensed to underwrite such insurance in Canada and in forms and amounts acceptable to the Province. All such insurance shall be at no expense to the Province. If the Province requires additional Insurance Coverage to be obtained by the Contractor, the additional expense of such additional insurance shall be borne by the Province.
5. Notwithstanding Paragraph 6, the Contractor shall, prior to the commencement of services and before any payments are made under this Agreement, file with the Ministry Representative evidence of insurance coverage in the form of a completed Province of British Columbia Certificate of Insurance (Form FIN 173). When requested by the Province, the Contractor shall provide certified copies of required insurance policies.
6. ICBC's Confirmation of Automobile Insurance Coverage (Form APV 47) or Confirmation of Unlicensed Vehicle Coverage (Form APV 45) may be used when applicable as evidence of Automobile Liability Insurance for vehicles or off-road vehicles used during the performance of the services.
7. The insurance policies, except for ICBC Automobile Liability Insurance, shall provide that the insurance shall not be cancelled or materially changed so as to affect the coverage provided under the Agreement, without the Insurer giving at least thirty (30) days prior written notice to the Province. Material change with respect to Professional Liability Insurance does not require the Insurer to give thirty (30) days prior written notice to the Province.
8. Failure to provide the required insurance documentation shall result in termination of this Agreement.
9. If the insurance policies expire prior to the end of the Agreement Term, the Contractor shall provide the ministry evidence of renewal or new policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance and ICBC's Form APV 47 or APV45, if applicable, at least ten (10) days prior to the expiry date of the policies listed in this Schedule.
10. The Contractor shall ensure that all its subcontractors performing Services under this Agreement carry insurance in the form and limits specified in Paragraph 12.
11. Unless stated otherwise under any subsection of Paragraph 12, where the Province is to be added as an Additional Insured or otherwise to be identified on the policy, it shall be written as follows: "Her

12. The following forms of insurance and specified minimum limits are required:

a) Commercial General Liability

Commercial General Liability insurance in an amount not less than \$2 million inclusive per occurrence against bodily injury, personal injury, and property damage and including liability assumed under the Agreement.

Such policy(s) of insurance shall include, but not be limited to:

- i) Products and Completed Operations Liability;
- ii) Owner's and Contractor's Protective Liability;
- iii) Contingent Employer's Liability;
- iv) Blanket Written Contractual Liability;
- v) Personal Injury Liability;
- vi) Non-Owned Automobile Liability;
- vii) Cross Liability;
- viii) Employees as Additional Insureds;
- ix) Broad Form Property Damage;

and where such further risk exists:

- x) Forest Fire Fighting Expense Coverage in the amount of:

- ☒ \$1 million
- ☐ \$500,000
- ☐ Not applicable

- xi) Sudden and Accidental Pollution endorsement on the Commercial General liability insurance policy with a limit of liability not less than the amount indicated below per occurrence insuring against bodily injury, property damage and clean-up expenses arising from new pollution conditions arising from the Contractor's performance of the Agreement, or if such endorsement is unavailable on the Commercial General Liability insurance policy, a Sudden and Accidental Pollution insurance policy insuring against same and with same limits of liability indicated below, such policy shall not contain an "insured vs insured" exclusion and this insurance shall include the Province as an additional insured as stated below:

- ☐ \$250,000
- ☐ \$500,000
- ☐ \$1 million
- ☒ Not applicable

As per Paragraph 11, the Province is to be added as an "Additional Insured" under this policy.

b) Automobile Liability

Where any licensed vehicle or off road vehicle is owned, leased, rented, or used in the performance of this Agreement, Third Party Automobile Liability insurance in an amount not less than \$2 million inclusive per occurrence must be provided for any such vehicle.



Schedule E – Safety Conditions

File: 10005-40/SU17DND011

Attachment to the Agreement with **contractor name** for **Silviculture Regeneration Performance/Reconnaissance Surveys** in the **Lakes and Morice Timber Supply Areas**.

Terms such as “employer”, “supervisor”, “multiple employer workplace”, “owner”, “prime contractor”, and “worker” have the meanings given those terms under the *Workers’ Compensation Act (WC Act)* and its regulation.

ARTICLE 1 OTHER SAFETY CONSIDERATIONS

Notice of Project

- 1.01 Where a Notice of Project is required as set out in the *WC Act* and its regulations, the Contractor, unless otherwise notified in writing by the Province or the Prime Contractor, must submit the Notice of Project in a format acceptable to WorkSafe BC.
- 1.02 Where the Contractor submits the Notice of Project, a copy must be provided to the Province. Where the Province or Prime Contractor will submit the Notice of Project, the Contractor must provide, upon request, all information necessary to support the Notice of Project and the Contractor will be provided with a copy of the Notice of Project.
- 1.03 The Contractor will commence and conduct all operations consistently with the Notice of Project.

Reporting

- 1.04 The Contractor must immediately submit written notice to the Province on all matters reported to WorkSafe BC by the Contractor or the Contractor’s Subcontractors. The written notice must include all information necessary to allow the Province to adequately collect and address safety or other related incidences, and will be anonymized so as not to include personal information about an identifiable individual including their name, address, telephone number, age, sex, race, religion, sexual orientation, disability, fingerprints, or blood type, health care, educational, financial or employment history and anyone else’s opinion about the individual. This scope does not include business contact information (e.g., name, title, address, telephone or fax numbers or email address used for business contact purposes).
- 1.05 Where a Party brings safety concerns to the attention of the other Party, the Party will give full consideration to the issues raised. Where the Contractor receives safety concerns from the Province, the Contractor will provide the Province with a considered response, including any information necessary to demonstrate that the Contractor is in compliance with *WC Act* and its regulations.
- 1.06 Upon the Province’s request, the Contractor or any of its Subcontractors must provide evidence to the satisfaction of the Province that the Contractor or its Subcontractor(s) has:
 - (a) an effective business process in place to:
 - i) remedy any workplace conditions that are hazardous to the health or safety of the employer’s workers including safe work practices and procedures;
 - ii) ensure that the employer’s workers:
 - A. are made aware of all known or reasonably foreseeable health or safety hazards to which they are likely to be exposed by their work;
 - B. are made aware of their rights and duties under the *WC Act* and its regulations.

- (b) established occupational health and safety policies and programs in accordance with the regulations, which includes:
 - i) first aid assessment and provision services and equipment;
 - ii) an employee monitoring system that will periodically ensure the well being of all workers working alone or in isolation;
 - iii) accident injury reporting and investigation;
 - iv) an emergency response plan and employee understanding of said plan that will ensure adequate and timely response to any emergency that can be reasonably expected to occur in relation to the Works or Services being performed;
 - v) evidence of training and any required certifications required under WC Act or its regulations;
 - vi) evidence of a maintenance program for all equipment and vehicles owned or operated by the Contractor or its Subcontractors commensurate with the risks associated with such equipment and vehicles;
 - vii) provision for the regular inspection of premises, work methods and work practices; and
 - viii) provision by the employer for the instruction and supervision of workers including orientation of workers in the safe performance of their work.
- (c) provided and maintained in good condition protective equipment, devices, and clothing as required by the *Occupational Health and Safety Regulation* and ensure that these are used by the employer's workers;
- (d) provided the employer's workers all information, instruction, training, and supervision necessary to ensure the health and safety of those workers in carrying out their work and to ensure the health and safety of other workers at the workplace;
- (e) a copy of the WC Act and its regulations readily available for review by the employer's workers and, at each workplace where workers of the employer are regularly employed, post and keep posted a notice advising where the copy is available for review.

ARTICLE 2 PRIME CONTRACTOR PROVISIONS

2.01 The Contractor acknowledges, agrees, and warrants that:

- (a) The Contractor will be considered to be the Prime Contractor and shall enter into a Prime Contractor Agreement with the Province and shall carry out the duties described therein, where any of the following conditions exist:
 - (i) the Province gave notice that the Successful Bidder would be the Prime Contractor;
 - (ii) the Province designates the Contractor to be the Prime Contractor at any time during the performance of the Work or Services;
 - (iii) the Contractor creates a multiple employer workplace through subcontracting any of the Work or Service at any time.

2.02 Where the Contractor is being considered as the Prime Contractor as per clause 2.01, the following is applicable:

- (a) upon request, the Contractor must satisfy the Province that the Contractor has the experience and capacity to address Prime Contractor responsibilities in accordance with the Agreement and the WC Act and its regulations; and
- (b) the Province provides written acknowledgement of the Contractor's experience and capacity to function as Prime Contractor; and
- (c) where the Contractor creates a multiple employer workplace, the Contractor will provide or acquire at their own expense all resources necessary to discharge the Prime Contractor responsibilities; or
- (d) the Province may, in its sole discretion, give consideration for compensation related to any additional costs where, after commencement of the work, the Province creates a multiple

employer workplace and designates the Contractor to be the Prime Contractor.

- 2.03 The Province may from time to time give prior written notice that a person other than the Contractor is designated as the Prime Contractor. The Contractor agrees that on receiving such written notice, the Contractor will cooperate with the Prime Contractor and shall coordinate health and safety activities and ensure compliance with the Prime Contractor's safety program.
- 2.04 The Contractor shall, upon becoming aware of any apparent deficiencies in the Prime Contractor's work which would affect the Work or Services, shall report such deficiencies in writing to the Ministry Representative.

ARTICLE 3 HAND FALLING

- 3.01 Where hand falling activity will be taking place under the Agreement and without limiting any other provision of the Agreement or the Contract Documents, the Contractor shall comply with the following safety requirements.
- 3.02 Hand falling means the falling of trees by any means with at least one person at or near the base of the tree during falling and not inside a protected cab, where the trees are greater than 6 inches diameter at 12 inch stump height, or as may be determined by WorkSafe BC.
- 3.03 The Contractor must ensure that:
 - (a) all hand falling is undertaken by fallers certified by BC Forest Safety Council (BCFSC) or ENFORM and are qualified for the slope and timber conditions being addressed;
 - (b) a qualified Falling Supervisor satisfactory to the Province is designated for all forestry related hand falling activities and for all non-forestry related hand falling activities taking place.
- 3.04 A Falling Supervisor will be deemed qualified where:
 - (a) it has satisfactorily completed the BCFSC Falling Supervisor Training course; or
 - (b) it is BCFSC Falling Supervisor Certified; or
 - (c) in the Province's sole opinion, evidence of qualifications/certifications and proficiency for the timber and slope for the Work Area and competency to discharge the expectations of a falling supervisor is satisfactory.
- 3.05 No hand falling operations will commence without the Province's prior satisfaction of acceptable proof of qualification/certification and of the Falling Supervisor's ability and competence.
- 3.06 The Contractor must, at least five Work Days prior to commencement of any hand falling operations, notify the Ministry Representative of the name of the designated Falling Supervisor or substitution thereof.
- 3.07 A Falling Plan must be developed with full engagement by the Falling Supervisor in collaboration with Hand Falling personnel and others responsible to discharge aspects of the falling plan.
- 3.08 The Contractor must ensure:
 - (a) no work will commence prior to all considerations of the Falling Plan being implemented as established by the designated Falling Supervisor;
 - (b) all hand falling operations performed occur and are supported in accordance with the Falling Plan; and
 - (c) upon request of the Ministry representative, provide any documents and evidence to verify adherence to the Falling Plan.
- 3.09 If the Contractor engages a subcontractor as its Falling Supervisor, the Contractor shall not be relieved from the subcontracted obligations or any obligations under this Agreement.



Natural Resource Sector

Schedule F -
PRIME CONTRACTOR
AGREEMENT

CONTRACT/FILE NO: SU17DND011	THIS AGREEMENT DATED FOR REFERENCE THE 20 th DAY OF SEPTEMBER, 2016.
FOR: SILVICULTURE REGENERATION PERFORMANCE/RECONNAISSANCE SURVEYS – LAKES AND MORICE TIMBER SUPPLY AREAS The "Activity / Treatment" and the "Work Location"	

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH
COLUMBIA, as represented by the MINISTER OF FORESTS, LANDS AND
NATURAL RESOURCE OPERATIONS

**Nadina Natural Resource District
183 Hwy 16 West, P.O. Box 999
Burns Lake, British Columbia
V0J 1E0**

**Phone Number: (250) 692-2200.....FAX Number: (250) 692-
7461**

**Ministry Representative: Carolyn Stevens – Silviculture Specialist
E-mail Address: Carolyn.Stevens@gov.bc.ca**

(the "Province")

AND:

**Full Legal Entity Name of the Designated Prime Contractor
Physical & Mailing Address (including Postal Code)**

Phone Number: (Area Code) Phone No ... FAX Number: (Area Code) Fax No

E-mail Address: Company's Email Address

**Coordinator: name of the person(s) coordinating prime duties (as identified by
the Prime, required for Construction sites)**

Business Number: Company's Business Number for taxation purposes

WorkSafe BC Number: WCB No

(the "Prime Contractor")

referred herein to as "the Parties".

WHEREAS:

- A.** The Province and the Prime Contractor have agreed that a Multiple Employer Workplace is anticipated and expected at the Work Location and have duly executed this Agreement.
- B.** The Province and the Prime Contractor have agreed that the *Workers Compensation Act (WC Act)* and its regulations allow the Province to establish Prime Contractor responsibilities.
- C.** The Prime Contractor agrees to be the prime contractor at the Multiple Employer Workplace for the Work or Services being performed.
- D.** The Prime Contractor has the required knowledge and control of the Multiple Employer

Workplace to execute the responsibilities of a prime contractor as described in the *WC Act* and its regulations.

- E. The Province and the Prime Contractor have agreed that the prime contractor functions shall be carried out in accordance with this Agreement and any Contract Documents or other agreements between the Parties.

Accordingly, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

1.01 In this document, the following words have the following meanings:

- (a) "**Affected Parties**" means independent firms described in Article 2 that create a multiple employer workplace;
- (b) "**Affected Persons**" includes the Prime Contractor and Affected Parties and their visitors to the workplace, employees, officers, directors, agents, or subcontractors entering the Multiple Employer Workplace;
- (c) "**Agreement**" means this Prime Contractor Agreement between the Parties;
- (d) "**Amending Document**" means an FS600 Contract Amendment form or another standard form of similar nature specified by the Province;
- (e) "**Contract Documents**" means those documents described in section 3.01.
- (f) "**Multiple Employer Workplace**" means a workplace where workers of two or more employers are working at the same time where the work being carried out "overlaps".
- (g) "**Principal Contractor**" means a party who holds a contract for service or works with the Province and does not include any tenures or authorizations under the *Forest Act*.
- (h) "**Term**" means the period of time this Agreement is in force pursuant to Article 3.

1.02 If any of the words in section 1.01 are used in any other Contract Document, they have the same meaning as in this document unless the context dictates otherwise.

ARTICLE 2. AFFECTED PARTIES

The following other parties are a party to the creation of a Multiple Employer Workplace and are affected by this Agreement and the responsibilities of the Prime Contractor as laid out herein:

Firm Name	Address	File#
N/A		
N/A		

ARTICLE 3. CONTRACT DOCUMENTS AND AMENDMENTS

Contract Documents

3.01 The Parties entered into the agreement dated for reference the **September 20, 2016**, identified as Agreement Number **SU17DND011** that is applicable to and forms part of this Agreement.

Amending Documents

3.02 No change to the Agreement is effective unless the change is in the form of an Amending Document signed by both Parties.

ARTICLE 4. TERM OF AGREEMENT

4.01 Subject to Clause 3.02, the Term of this Agreement is from **September 20, 2016** to **December 20, 2016** inclusive.

4.02 Time is of the essence in this Agreement.

ARTICLE 5. PRIME CONTRACTOR RESPONSIBILITIES

5.01 The Prime Contractor shall:

- (a) familiarize itself with the Multiple Employer Workplace;
- (b) immediately notify the Ministry Representative should there be any circumstance arising which another party claims or purports to be the prime contractor at the Multiple Employer Workplace. There can be only one prime contractor on any one Multiple Employer Workplace;
- (c) coordinate safety activities and ensure compliance with the *WC Act* and the *Occupational Health & Safety Regulations* by all Affected Parties and act to protect any other workers entering the Multiple Employer Workplace;
- (d) when requested, provide the following to the Ministry Representative:
 - i. up-to-date written information of the Prime Contractor's systems or processes related to the discharge of prime contractor duties;
 - ii. inspection results, safety meeting minutes, accident investigation findings for Prime Contractor's own workers and for the Affected Parties;

Coordination and Compliance

- 5.02 The Prime Contractor shall ensure that its systems or processes eliminates or minimizes risk of injuries and will adequately monitor and coordinate Affected Parties' activities to ensure compliance with the *WC Act* and the *Occupational Health & Safety Regulation*, which includes, but is not limited to:
- (a) ensuring an Affected Party does not expose any Affected Person, or any person, entering the Multiple Employer Workplace to uncontrolled hazards;
 - (b) ensuring Affected Parties adequately supervise their workers relating to occupational health and safety at the Multiple Employer Workplace;
 - (c) conducting safety meetings with all Affected Parties and recording minutes of meetings;
 - (d) ensure all parties conduct ongoing Workplace inspections;
 - (e) ensuring all Affected Parties at the Multiple Employer Workplace are given any information necessary to identify and eliminate or control hazards and ensure the health or safety of all Affected Persons;
 - (f) coordination and planning of work activities with participation by all Affected Parties that will ensure work is carried out safely and that work of one employer will not create uncontrolled hazard for another;
 - (g) maintaining a list of individuals designated by an Affected Party as supervisor of its workers at the Multiple Employer Workplace;
 - (h) establishing, maintaining and communicating emergency response and evacuation procedures;
 - (i) providing, where needed, information to all Affected Persons about the safe use of resource roads and other access, including but not limited to the "rules of the road", other road use traffic, and road use radio frequencies;
 - (j) carrying out a workplace first aid assessment and ensuring first aid coverage at the Multiple Employer Workplace is adequate and appropriate and coordinated with all Affected Parties, including but not limited to emergency transportation provisions for injured workers for the number of workers present;
 - (k) orientation of all Affected Parties and Affected Persons, or any person, entering the Multiple Employer Workplace to the site, workplace hazards and appropriate responses;
 - (l) ensuring Affected Persons at the Multi Employer Workplace know their rights and responsibilities to report unsafe acts/conditions, how to refuse to perform work that is unsafe, how to seek first aid, how to report injuries;
 - (m) promoting a positive safety culture by encouraging workers to discuss safety concerns/issues;
 - (n) ensuring a Notice of Project is delivered to WorkSafe BC for itself and all Affected Parties

in accordance with the *WC Act* and its regulation.

- 5.03 The Prime Contractor shall not assign this Agreement or in any way create another Prime Contractor.
- 5.04 Where the Prime Contractor or Affected Parties identified in this Agreement are Principal Contractors for the Province, this Agreement forms the written notice of Prime Contractor.

The Work Location is a Multi Employer Workplace and as such the Parties hereto duly execute this Agreement.

SIGNED AND DELIVERED on behalf of the Province by an authorized representative of the Province	SIGNED AND DELIVERED by or on behalf of the Prime Contractor (or by an authorized signatory of the Prime Contractor if a corporation)
(Authorized Ministry Contract Officer/Expense Authority) JOHN ILLES, RESOURCE MANAGER	(Prime Contractor or Authorized Signatory) Printed Name
Dated this _____ day of _____, 20__	Dated this _____ day of _____, 20__



SCHEDULE G - Camp Standards

Contract/File No.: **10005-40/SU17DND011**

Attachment to the Agreement with
Silviculture Regeneration Performance/Reconnaissance Surveys in the **Lakes and Morice Timber Supply Areas**. for

ARTICLE 1 DEFINITIONS

1.01 In this document, the following words have the following meanings:

- (a) **“Approved”** means approved in writing by a medical health officer or environmental health inspector.
- (b) **“Camp”** means land or premises on which there are cabins, tents, dwellings, bunkhouses, or other structures owned, established, operated, or maintained by the Contractor as living quarters for its agents, employees, subcontractors, or others, with or without charge in connection with the Agreement.
- (c) **“Contract Representative”** means the person who is assigned by the contracting agency (the Province; forest company – licensee; or Recipient) to administer the contract on that agency's behalf.
- (d) **“Food Premises”** means food premises in which food is processed, served, stored, or dispensed.
- (e) **“Potentially Hazardous Food”** any food or ingredient capable of supporting the growth of pathogenic organisms or the production of toxins.
- (f) **“Sanitize”** means to treat by a process that effectively destroys micro-organisms including pathogens. If any of the words in the Agreement are used in this Schedule, they have the same meaning in this document unless the context dictates otherwise.

ARTICLE 2 COMPLIANCE WITH THE LAW

2.01 Notwithstanding the terms and conditions of the Agreement, the Contractor shall comply with all laws affecting the Work, including the *Public Health Act* and its *Food Premises Regulation*, *Health Act Communicable Disease Regulation*, *Sewerage System Regulation*, *Industrial Camps Health Regulation*; the *Water Act*; the *Drinking Water Protection Act* and its Regulations; and the *Tobacco Control Act* and its Regulations.

ARTICLE 3 APPLICATION

3.01 This Schedule does not apply to camps occupied by less than 5 persons.

ARTICLE 4 ACCOMMODATION REQUIREMENTS

4.01 The Contractor shall ensure that accommodation, which meets the minimum standards stated herein, is provided for their crew. If the Contractor's workers are to be housed in suitable off-site accommodation with safe, effective transportation to and from the worksite provided, an exception from providing a field camp as described may be obtained from the Contract Representative prior to the commencement of the Work.

ARTICLE 5 INSPECTION

Right to Inspect

- 5.01 The Tobacco Enforcement Officer, Health Officer, WorkSafe BC Inspector, or Contract Representative may inspect a camp at any time or in the event of non-compliance with the Contract Documents, action may be taken against the Contractor either under this Agreement, under the *Public Health Act* or under WorkSafe BC Regulations. Action may include financial penalties, camp closure, or contract termination as described below.

Assessments

- 5.02 As per the Agreement and the actions provided by the regulations listed in Article 2 of this Schedule, if, in the opinion of the Ministry Representative, an inspection indicates the Contractor has failed to comply with any standards specified in this Schedule, the Ministry Representative may, in its sole discretion, immediately impose upon the Contractor an assessment for re-inspection of two hundred and fifty dollars (\$250) each time the Ministry Representative is required to re-inspect for compliance. The Ministry Representative may repeat the assessment each time that a subsequent inspection indicates that the Contractor remains in non-compliance with the standards.

Tobacco Enforcement Officer and WorkSafe BC Inspectors may impose any assessments provided in their respective legislation.

Termination

- 5.03 Notwithstanding any other rights or remedies available to it, the Province may terminate this Agreement and claim the Performance Security if:
- (a) the Contractor does not provide a camp or obtain an exemption as stated in 4.01 above;
 - (b) the Contractor does not comply with a Notice to Comply;
 - (c) the camp is ordered "closed" by an official of the Ministry of Health or the Workers' Compensation Board or the Ministry of Forests, Lands and Natural Resource Operations, Compliance Branch or any other agency with statutory authority.

ARTICLE 6 STANDARDS

- 6.01 To facilitate routine inspection by a Health Officer, WorkSafe BC, and the Ministry Representative, the Contractor must provide the location of all camps and contact information to the local Health Authority, WorkSafe BC, and the Ministry Representative 72 hours prior to establishment of each and every camp site. The appropriate Health Authority is to be contacted as indicated at <http://www.health.gov.bc.ca/protect/industrial-camps.html> and WorkSafe BC contacted at http://www.worksafebc.com/contact_us/default.asp.

Supervision

- 6.02 The Contractor shall
- (a) be responsible for supervision of the camp.
 - (b) cause a legible copy of these standards to be kept permanently posted in a prominent place in the camp.
 - (c) ensure that a "Silviculture Workers Fact Sheet" is posted in a visible location at each and every camp and that a copy is provided to each and every member of its workforce. The fact sheet is available from the Ministry of Jobs, Tourism and Skills Training, Employment Standards Branch and from the website location: http://www.labour.gov.bc.ca/esb/facshts/silviculture_workers.htm.
 - (d) maintain the camp, its sanitary facilities, appliances and equipment in good repair and in clean, sanitary condition at all times.
 - (e) accurately inform all employees of camp conditions and personal equipment requirements and ensure that, prior to hiring, employees are adequately equipped, including sleeping gear, where required.
 - (f) ensure that any domestic animals permitted in camp are properly controlled and not permitted access to food storage, preparation, or serving areas or waste disposal facilities.

Water Supply

- 6.03 As per the *Drinking Water Protection Act*, the Contractor must obtain the approval of the Health Authority and, where provided, a Water System Operating Permit for all camp drinking water systems and the Contractor must comply with the conditions of the Water System Operating Permit.
- 6.04 As per the *Water Act* and its Regulations, the Contractor must obtain approval of the Ministry of Environment - Water Stewardship Division if it will be using or diverting water from stream beds including a lake, river, creek, spring, ravine, swamp or gulch.
- 6.05 In order to verify the safety of the drinking water system, the Contractor must provide bacteriological water samples at regular intervals and in a timely fashion from each camp location to the Health Authority as required by the Water System Operating Permit. Camps supplied with drinking water from sealed bottles purchased from a reputable grocery chain outlet or other suitable retail establishment will not be subject to water sampling.
- 6.06 An adequate supply of potable water shall be provided for drinking and food preparation purposes both at the camp and at the daily worksite.
- 6.07 Where the Health Region determines a permit is not required, the following minimum standard is to be followed in order to ensure that drinking water will be free of pathogenic (disease causing) organisms. Drinking water must be either:
- (a) obtained from a water supply system in accordance with the *Drinking Water Protection Act*, or
 - (b) in exceptional circumstances, otherwise treated by a method which has been authorized in writing by the Health Officer. Any conditions of such an authorization will form an integral part of this contract; or
 - (c) boiled.
- 6.08 All containers used for transporting or storing drinking water shall be used for no other purpose and shall be securely closed, arranged so that water can only be drawn from a tap (no dipping).
- 6.09 All potable water containers including those for personal use shall be maintained clean and free from contamination.
- 6.10 Where a water supply unfit for drinking is used for other purposes there shall be:
- (a) no physical connection with the drinking water supply; and
 - (b) warning signs placed on all outlets of the non-drinkable supply.

Campsite

- 6.11 The general campsite area and specific locations of all camp facilities shall be located so that good natural drainage is provided.
- 6.12 Drainage from the camp shall not contaminate any water supply.
- 6.13 The camp location and boundaries shall be approved by the Contract Representative in charge and be confined to the agreed-to area.

Sleeping Accommodations Supplied by the Contractor

- 6.14 Where the Contractor provides tents or other temporary membrane structures (the "Structures") for sleeping accommodations for the short-term camp, it must ensure the Structures:
- (a) having an area in excess of 18 square meters are inspected by a fire official for approval;
 - (b) are not located within 6 meters of buildings, parked vehicles, internal combustion engines, or other tents or temporary membrane structures. For the purpose of determining required distances, support ropes and guy wires shall be considered as part of the Structures;
 - (c) are adequately braced and anchored to prevent weather-related collapse, including their appurtenances;
 - (d) are, including canopies, composed of flame-resistant material or shall be treated with a flame retardant in an approved manner;

- (e) flammable-liquid-fuel equipment shall not be used in the Structures or canopies;
 - (f) flammable and combustible liquids shall be stored outside in an approved manner not less than 15 meters from the Structures or canopies;
 - (g) there is sufficient ventilation to prevent the accumulation of disagreeable odours and condensation;
 - (h) are enclosed and weatherproof and provide adequate artificial or natural lighting;
 - (i) floors are of a smooth, easily cleanable finish and kept clean;
 - (j) there is adequate floor space to prevent overcrowding
 - (i) any two persons of opposite sex and not being persons living together as common-law or married are not required to sleep in the same room;
 - (ii) an unobstructed clearance of at least 0.6 m between beds, and 1.0 m between each bed and the ceiling;
 - (k) individual dry storage space for personal possessions and clothing for each employee;
 - (l) no room used for sleeping accommodation is used for drying clothes;
 - (m) a moisture barrier (ground sheet) must be used where the bedding is not elevated 30 cm or more above the ground;
 - (n) mattresses and pillows that are supplied at a camp must be encapsulated by a water proof barrier to ensure they remain in a sanitary condition.
 - (o) all mattresses, sheets, pillows, pillow cases, blankets and bed covers are kept in a clean and sanitary condition and laundered to keep them sanitary and before each new user.
- 6.15 Bunkhouses or dwelling houses used for sleeping accommodations must also comply with the Industrial Camps Health Regulation.

Communicable Diseases

- 6.16 As provided by B.C. Reg. 4/83 of Schedule 'A' of the *Public Health Act*, Communicable Disease Regulation, where a person knows or suspects that an animal or another person is suffering from or has died from a communicable disease, he/she shall, without delay, make a report to the Medical Health Officer. A copy of the report shall be forwarded to the Director, Occupational Health Department, and Workers' Compensation Board.

Kitchen and Meals

- 6.17 As per the Food Premises Regulation, the Contractor must obtain the approval of the Health Authority and an operating permit for all Food Premises and the Contractor must comply with all conditions of the operating permit.
- 6.18 The Contractor shall ensure:
- (a) A kitchen or food preparation area shall be provided for that exclusive use and shall be separate from any other room. This room must be constructed so as to deter the entry of insects and vermin. Walls shall be smooth, durable, non-absorbent and maintained in a clean condition. Kitchens shall be supplied with smooth durable, non-absorbent, easily cleanable floors.
 - (b) A balanced diet of sufficient quantity shall be provided for the workers by the Contractor.
 - (c) Hand basins with hot and cold water, soap and disposable towels shall be provided in a location convenient to the kitchen area for the use of food handlers.
 - (d) Eating or drinking utensils shall be thoroughly cleaned and sanitized after each consecutive use. Personal water bottles, supplied by the Contractor, shall be cleaned daily.
 - (e) Food preparation and dining surfaces shall be finished with a smooth, durable, non-absorbent surface and shall be kept clean and sanitized.
 - (f) Utensils shall be scraped, washed clean and sanitized after each usage as follows:

- i) first sink - wash in warm water (43°C/110°F) with detergent;
- ii) second sink - rinse in clear warm water (43°C/110°F);
- iii) third sink - sanitize by immersion in warm clean water containing 100-ppm chlorine (1 tablespoon of unscented bleach per gallon of water);
- iv) air dry on clean non-absorbent surface.

Dining Room

- 6.19 A dining room of sufficient size to effectively accommodate the serving and eating of meals shall be provided. This room shall be separated from the kitchen and kept in a clean and sanitary condition.
- 6.20 The dining area shall be dry, heated, and constructed so as to deter the entry of insects and vermin. If connected to the kitchen area, dining rooms shall be supplied with smooth, durable, non-absorbent, easily cleanable floors.

Food Handlers

- 6.21 The Contractor shall ensure:
 - (a) No person who is a carrier of, or suffering from, a communicable disease shall perform food handling duties.
 - (b) Food handlers shall wash their hands thoroughly, frequently, and always after using the toilet. They shall wear clean clothes, keep hair in place and keep fingernails short and clean.
 - (c) All food handlers shall have a valid FOODSAFE certificate indicating their completion of a basic food handler's course recognized by the Ministry of Health.

Food

- 6.22 The Contractor shall ensure:
 - (a) All food supplies shall be from a commercial source and protected from contamination at all times. Special care shall be taken to ensure that hazardous foods, which will not be cooked before eating, are not exposed to contamination from unwashed hands or dirty equipment.
 - (b) Ice shall be of drinking water quality.
 - (c) Hazardous foods shall be maintained at a temperature below 4.0°C/40°F or above 60°C/140°F at all times. Refrigeration and hot holding temperatures must be monitored and logged at least daily while the camp is operating.
 - (d) Refrigeration equipment with sufficient space to store all hazardous foods kept at the camp, shall be provided. Each unit shall contain a thermometer to monitor its operability.
 - (e) All food supplies shall be stored off the floor and protected from dirt and contaminants.

Food Equipment

- 6.23 Containers for food storage shall be easily cleaned, durable, non-absorbent, non-toxic, non-corrosive and designed to be tightly closed. Such containers shall be used whenever stored food is at risk from water, insects, vermin, or other sources of contamination.
- 6.24 All food service equipment and utensils shall be of food service quality and free from breaks, corrosion, cracks, open seams and chips and shall be kept clean and sanitized.
- 6.25 When not in use utensils, dishes and kitchenware shall be stored in a cupboard to protect from insects, dirt and contamination. Other items shall be stored off the floor and protected from dirt and contaminants. All kitchen or dining room structures must be constructed so as to be easily cleaned and sanitized.

Food Safety Management

- 6.26 The Contractor must establish a written Food Safety Management Plan and a Sanitation Plan that ensures a health hazard does not occur in the handling of food and the sanitization of the Food Premises. The Plans must be submitted by the Contractor to the Health Authority for its review.

Sanitary Facilities

- 6.27 The Contractor shall provide enclosed, hot water showers, which are screened from view to ensure that employees can conveniently maintain personal hygiene. Each shower shall have an adjacent dressing area. Construction shall include smooth, easily cleanable floors and walls.

- 6.28 Flush toilets shall not be installed unless connected to a public sewage system or an onsite sewage disposal system that has been constructed in compliance with the *Public Health Act Sewerage System Regulation*.
- 6.29 Toilets (privy's) shall be conveniently located and constructed and maintained so that:
- (a) flies, insects, rodents or other animals are deterred from gaining access to the waste materials in the pit;
 - (b) surface or ground water cannot enter the pit;
 - (c) waste material does not contaminate a water supply;
 - (d) the enclosure is vented;
 - (e) they are located a minimum of 30 metres from any lake or stream and 10 metres from food service areas of the camp;
 - (f) they are enclosed and provide privacy.
- 6.30 Wash basins with an adequate supply of clean water shall be provided for hand washing purposes in the numbers specified in the table below.
- 6.31 The facilities described in 6.27, 6.29 and 6.30 above must not be less than the number as per the following table.

Summary Table For Camp Standards			
No. of Persons in Camp for Whom Accommodations is Available at Camp (from/up to and including)	Minimum No. of Privies	Minimum No. of Showers	Minimum No of Wash Basins
1 - 7	1	1	1
8 - 15	2	1	3
16 - 30	3	2	6
31 - 45	4	3	9
46 - 60	5	4	12
61 - 75	6	5	15
76 - 100	7	6	20

for each group of 6 persons in addition to 100, add 1 wash basin

for each group of 20 persons in addition to 100 add 1 privy and shower

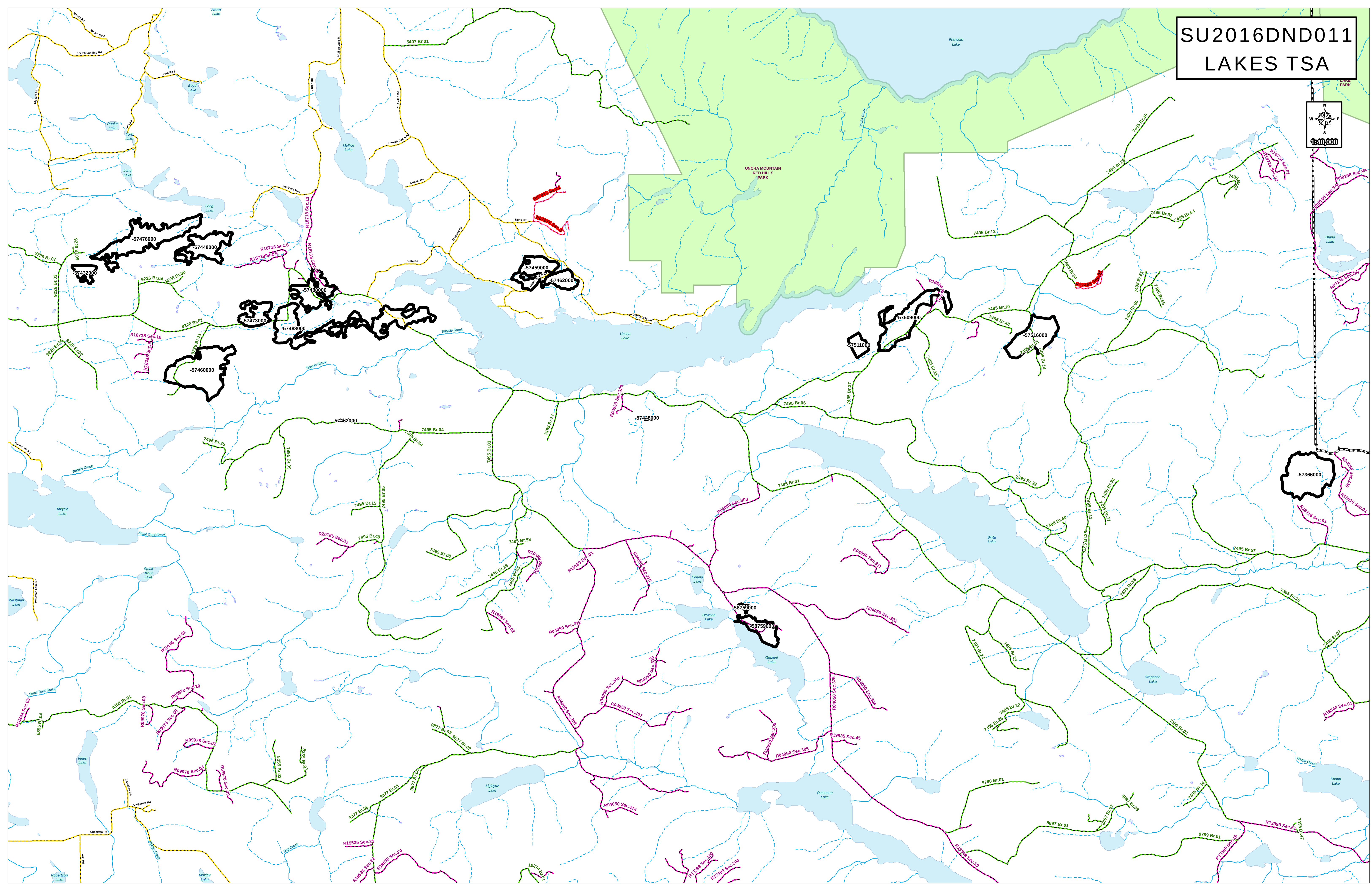
- 6.32 Privy pits no longer in use shall be filled with soil and marked with a durable sign to warn future visitors to the site of the contaminated area.
- 6.33 Sanitary facilities must be maintained in a clean and sanitary condition.

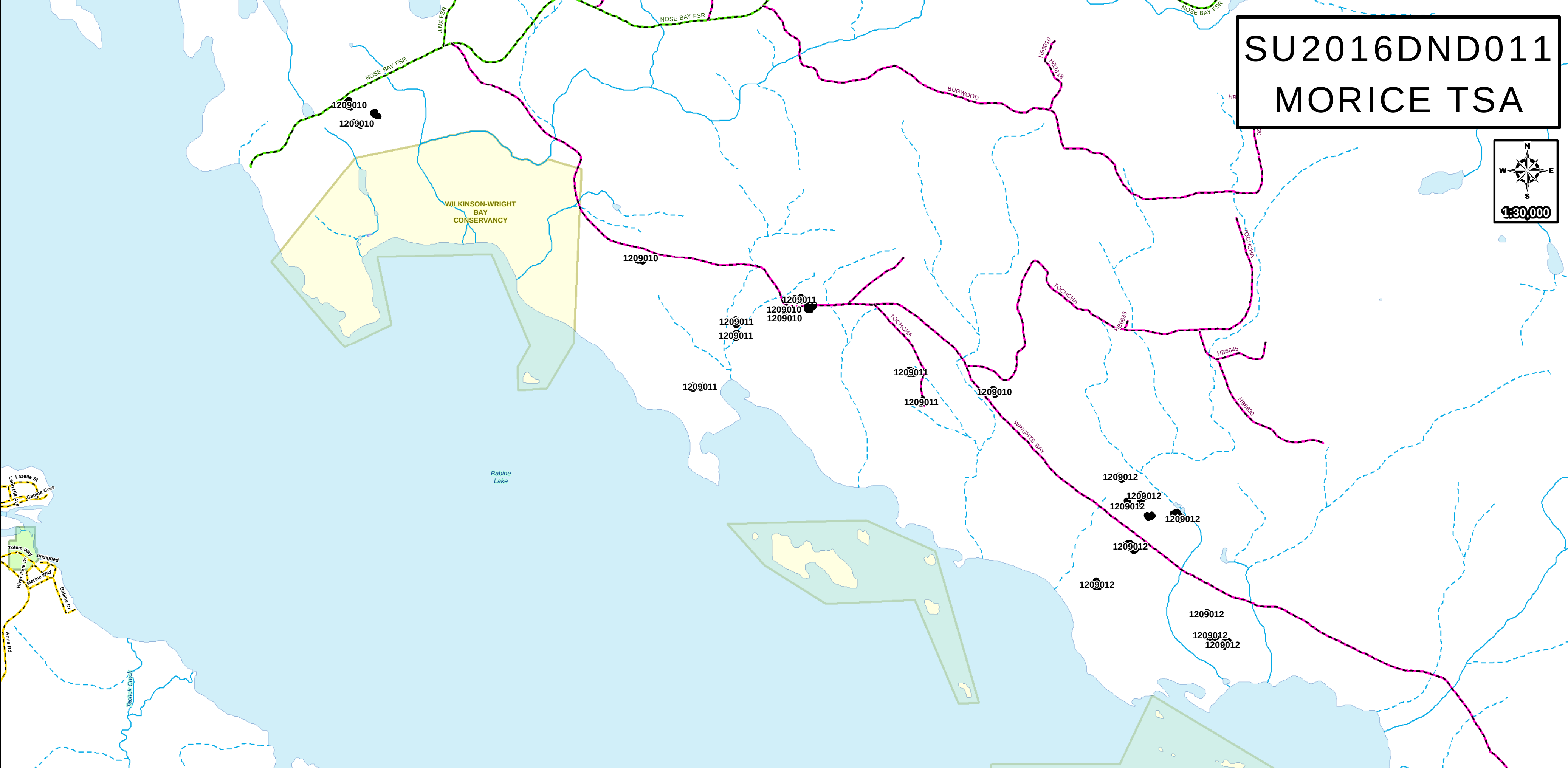
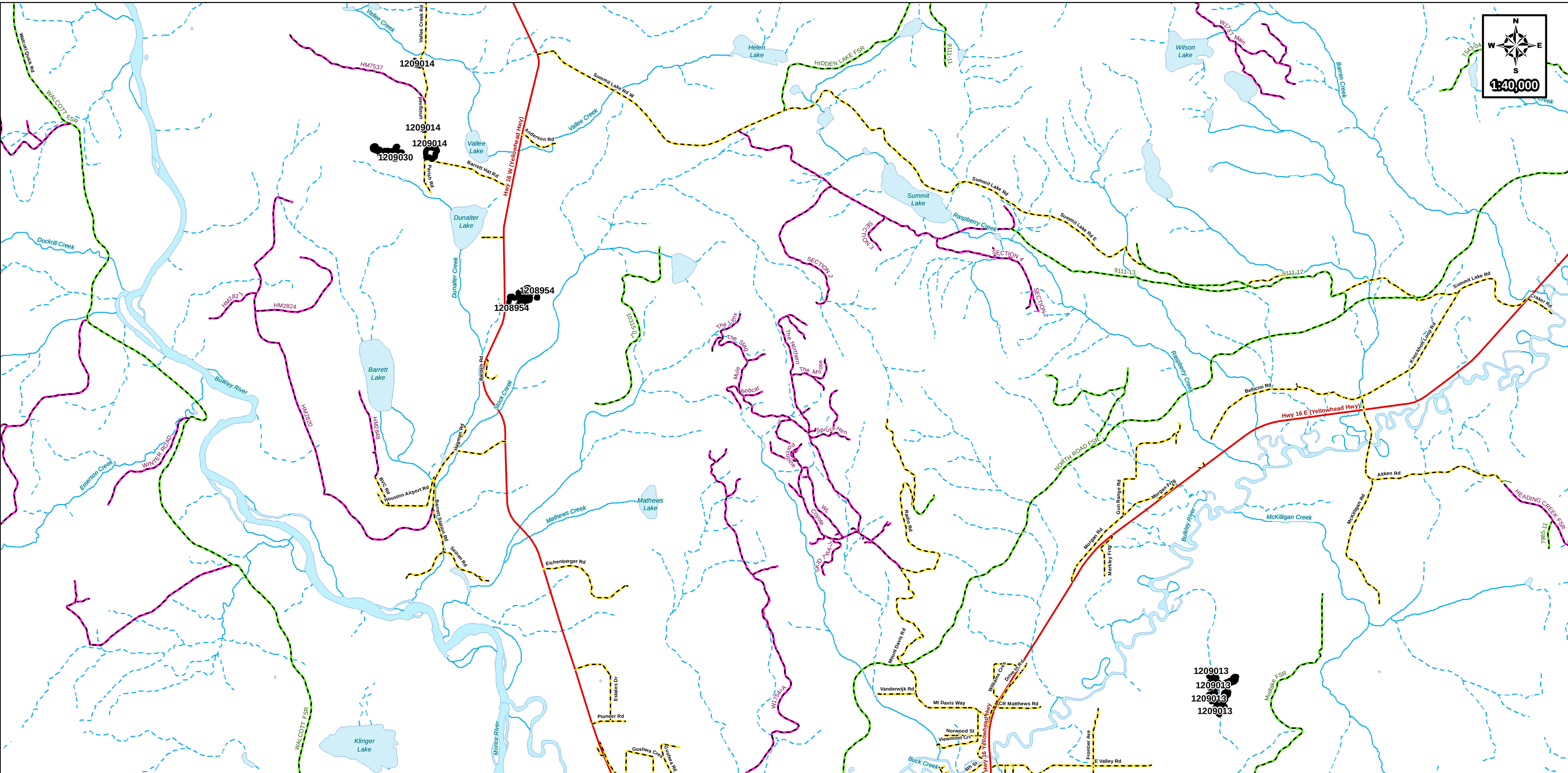
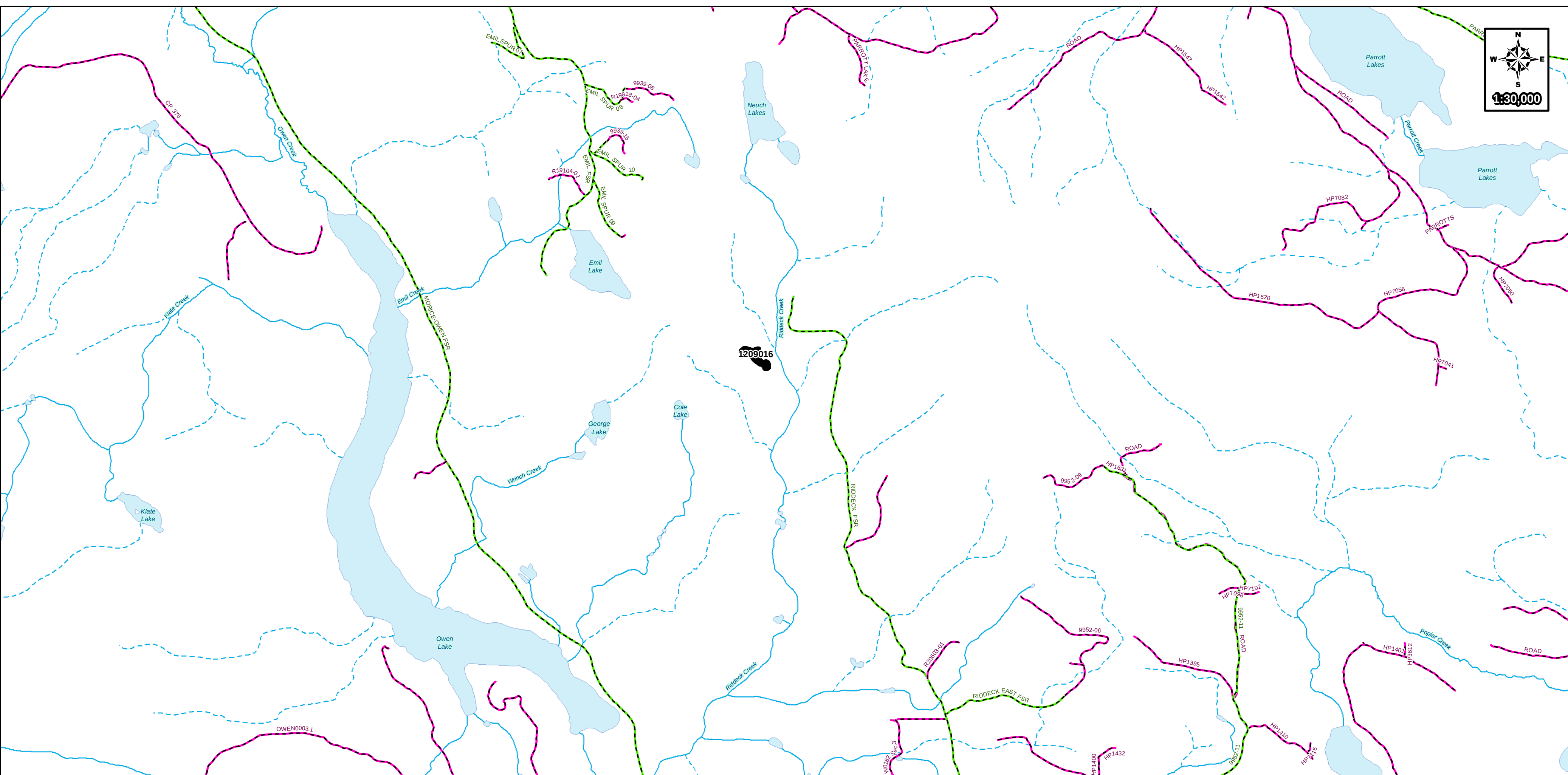
Garbage and Sewage

- 6.34 All sewage generated including but not limited to privy, shower, and kitchen facilities must be disposed of in a manner approved by the Health Authority. Permits may be required depending on the camp's facilities and location and the Contractor must comply with any permits issued.
- 6.35 Any approved infiltration pits shall not be less than 30 metres from any lake or stream and shall not be permitted to overflow or accumulate onto the soil surface:
- (a) sewage and waste water from kitchen or food service areas shall be disposed of in a closed infiltration pit with a closed delivery system that is sealed to the access of flies and vermin (i.e. open ditches are not permissible).
 - (b) waste water from bathing or washing shall also be disposed of in a covered infiltration pit.
- 6.36 Garbage shall be stored in wildlife and insect proof containers conveniently located and in sufficient numbers.
- 6.37 Garbage shall be hauled to a waste management site every day where there is a bear problem; under all circumstances, no longer than 3 days.

Dry Room

- 6.38 A heated dry room for the exclusive purpose of drying clothes shall be provided separate from the food preparation and serving areas.







Natural Resource Sector

Tender Offer Form

for Operational Services and General Services Contracts,
Major and Minor Works Contracts

Project and/or File No. **10005-40/SU17DND011**

Ministry: **Forests, Lands and Natural Resource Operations**

TENDER FOR:

Contract Name/Project: **SU17DND011 – Silviculture Regeneration
Performance/Reconnaissance Surveys**

Location (*optional*): **Lakes and Morice Timber Supply Areas – Nadina Natural Resource
District**

NAME OF BIDDER (the 'Bidder'):

Business Address:

Telephone Number:

FAX Number:

E-mail Address

1. THE UNDERSIGNED BIDDER HAVING FULL KNOWLEDGE AND UNDERSTANDING OF:

- (a) the nature and scope of the work described in the Tender Documents and the tools and equipment required to complete the services or work (the 'Work');
- (b) the contents of all of the tender documents issued by the Ministry in respect of the Work, including any addenda (the 'Tender Documents'); and
- (c) the locality of the Work and the conditions of the geographical area within which the Work will be carried out (the 'Work Site'), having viewing the Work Site, if required.

2. HEREBY OFFERS TO:

- (a) undertake all Work and supply all materials, tools, equipment and labour necessary to perform the Work in strict accordance with the Tender Documents, the provisions of this tender (the 'Tender'), and at the rates and prices specified in this Tender, which rates and prices include all fees, expenses of any kind, cash allowances, contingencies and applicable taxes (including taxes paid or payable by the Bidder to a supplier during the performance of the Work under the Contract), but shall **exclude** Goods and Services Tax (GST) and any applicable Provincial Sales Tax (PST) that the Bidder is required to charge the Province as a taxable transaction;
- (b) sign a contract for the Work, in the form included in the Tender Documents and submitted to us by the Ministry (the 'Contract');
- (c) complete all Work to the satisfaction of the Ministry in accordance with the Contract, Tender Documents and this Tender, including any schedules, specifications, maps or drawings, which form part of this Tender, the Tender Documents or the Contract;

3. IN ACCORDANCE WITH THE FOLLOWING PROVISIONS:

- (a) This ***Tender is irrevocable for 30 days*** following the tender closing date.

If the Bidder revokes this Tender within 30 days following the tender closing date, or fails to execute the Contract within the time period specified in the Contract award letter:

- i. any submitted bid bond or bid deposit shall be forfeited in whole or in part to the Ministry of Finance; OR
 - ii. if no bid bond or bid deposit was required, the Ministry may pursue any remedy available to it at law or in equity;
- (b) if required by the Tender Documents, a bid bond or bid deposit is enclosed with this Tender, in the amount and form specified in the Tender Documents;
- (c) if this Tender is accepted, the Bidder will provide the Ministry with any bonds, performance securities or proof of insurance coverage required in the Contract and Tender Documents;
- (d) the Bidder will ensure that each member of the workforce who will perform the Work in Canada under the contract is either a Canadian citizen, a permanent resident of Canada, or holds a valid employment visa from the Government of Canada;
- (e) any attachments to this Tender, including schedules, information on subcontractors, unit prices, timing of work, drawings and specifications are an integral part of this Tender, as if set out at length in the body of this Tender;
- (f) the Bidder is registered with the WorkSafe BC under Registration Number _____, or will provide the Ministry with the Registration Number prior to signing the Contract;
- (g) If the Tender indicates the requirement for a Total Bid Price or alternatively a Total Estimated Bid Price on a unit-priced based tender, the Ministry will rank submitted tenders from lowest priced to highest priced based on the Total Bid Price or the Total Estimated Bid Price stated on each tender. The Ministry will:
- i. check each extended amount (the "Extended Amount") on the lowest priced Tender to ensure it is the correct product of the quantity and the price per unit (the "Price Per Unit"); and,
 - ii. check the Total Bid Price or alternatively the Total Estimated Bid Price to ensure it is the correct sum of the Extended Amounts.

Where the Extended Amount or the Total Bid Price or alternatively the Total Estimated Bid Price of the lowest priced Tender is incorrect, the Ministry will:

- iii. for each and every incorrect Extended Amount, recalculate the incorrect Extended Amount by using the Bidder's Price Per Unit entered on the Tender; and,
- iv. will correctly recalculate the Total Bid Price or alternatively the Total Estimated Bid Price on the Tender using the corrected Extended Amounts; and,
- v. where the Total Bid Price or the Total Estimated Bid Price is no longer the lowest ranked Tender the Ministry will put the Tender to one side as a remaining tender; and,
- vi. The Ministry will then apply these conditions to the next lowest ranked Tender to the extent necessary until a Tender with the lowest price is finally determined.

-
- (h) the Bidder hereby certifies that:
- i. the rates and prices in this Tender have been arrived at independent of any other bidder;
 - ii. the rates and prices in this Tender have not been knowingly disclosed by the Bidder, and will not be disclosed by the Bidder prior to contract award, directly or indirectly, to any other bidder or competitor;
 - iii. no attempt has been made, nor will be made, to induce any other person to submit, or not to submit, a tender, for the purpose of restricting competition; and
 - iv. non-compliance with the requirements of this certification will result in the disqualification of this Tender.
- (i) the Bidder hereby acknowledges receipt and inclusion of any addenda made to the Tender Documents:
- i. all addenda to the Tender Documents posted on BC Bid[®] website; or,
 - ii. where the Tender Documents were not posted on BC Bid[®] website, the following addenda. Failure to list and acknowledge receipt may result in rejection of the Tender:
Addendum No. _____, dated _____; Addendum No. _____, dated _____;
Addendum No. _____, dated _____; Addendum No. _____, dated _____;
- (j) if requested by the Ministry, the Bidder will provide either proof of signing authority or a notarized partnership declaration prior to signing the Contract.

THIS TENDER has been signed by the Bidder or its duly authorized representatives or officers on the _____ day of _____, 20____.

Signature of Bidder or Bidder's Authorized Representative:

Print or Type Name and Position of Bidder or Bidder's
Authorized Representative

TENDER OFFER FORM					
Tender Price Schedule					
(SHADED AREAS FOR MINISTRY USE ONLY – DO NOT MAKE CHANGES)					
Item No.	Item or Description of Work	Unit of Measurement	A Estimated Quantity	B Price Per Unit Excluding GST and PST as a taxable transaction charged to the Province	C Extended \$\$.¢¢ Amount Excluding GST and PST as a taxable transaction charged to the Province (Include cents to the two decimal place.) (C = A x B)
A.	94F083-006	34.0			
B.	93F084-003	77.8			
C.	93F091-051	16.3			
D.	93F092-005	24.6			
E.	93F092-008	39.5			
F.	93F092-012	117.8			
G.	93F092-030	61.1			
H.	93F092-035	23.6			
I.	93F092-041	105.2			
J.	93F092-063	194.4			
K.	93F093-010	79.9			
L.	93F093-020	18.3			
M.	93F093-023	69.3			
N.	93K081-825*	2.6			
O.	93L007-092	1.4			
P.	93L047-034	4.0			
Q.	93L047-035	0.5			
R.	93L047-037	4.8			
S.	93L048-091	4.8			
T.	93L090-075	1.1			
U.	93L090-092	1.6			
	TOTAL	882.6			
Total Estimated Bid Price:					

*Helicopter access to 93K081-825 supplied by Ministry of Forests, Lands and Natural Resource Operations (to be arranged with ministry contact).

TENDER

NOT TO BE OPENED UNTIL AFTER THE TIME INDICATED

TENDER FOR



TIMBER
SALE



MINISTRY
CONTRACT

SUBJECT Silviculture Regeneration Performance/Reconnaissance Surveys - Lakes and
Morice Timber Supply Areas

LICENCE NO. or CONTRACT NO. or FILE NO.

SU17DND011

CLOSING DATE & TIME (LOCAL TIME)

September 16, 2016, 11:00 AM (Local Time)

RECEIVED BY _____

DATE/TIME STAMP WHEN RECEIVED
◆ BY THE MINISTRY ◆

TO MINISTRY OF FORESTS, LANDS AND
NATURAL RESOURCE OPERATIONS
Nadina Natural Resource District
183 Highway 16 West, P.O. Box 999
Burns Lake, British Columbia V0J 1E0